

Exhibit 1

CONTRACT 402388

PARATRANSIT SERVICE OPERATOR

Between

KING COUNTY

and

VEOLIA TRANSPORTATION SERVICES, INC.

Part 1	General - Definitions, Terms & Conditions
Part 2	Scope of Work
Part 3	Veolia Transportation Services, Inc. – Proposal
Part 4	Attachments and Exhibits



Procurement & Contract Services Division
Department of Finance
M.S. CNK-ES-0340
Chinook Building, 3rd Floor
401 Fifth Ave
Seattle, WA 98104-1598
(206) 263-9317 FAX (206) 296-7676 TDD
Sr. Buyer, Paul Russell

START-UP	June 1, 2008
CONTRACT - SERVICE START DATE	August 2, 2008
END FIVE YEAR TERM	August 1, 2013
OPTIONAL YEARLY EXTENSIONS to	August 31, 2018

Federal Tax ID: 52-1493194

Requesting

Dept.: Transportation

Fund Source: 464 Transit Operating

CONTRACT

THIS Paratransit Service Provider CONTRACT, made this 16 th Day of May 2008, by and between King County, Washington, a home rule charter county and a political subdivision of the State of Washington (hereinafter "County") and Veolia Transportation Services, Inc., with its principal place of business at Oakbrook, Illinois (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

Contract No.: 402388

Contract Title: Paratransit ACCESS - Service Provider

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods and services in a timely manner and that its proposal includes all of the functions and features required for the goods and services; and

WHEREAS, the County has accepted the Contractor's offer to provide the goods and services in accordance with the Contract's terms, Scope of Work and proposal documents; and

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties; and

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price provided herein for the supply of the goods and services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence: **[1]** Contract Amendments; **[2]** the Contract Document which includes: Definition of Words and Terms, Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Scope of Work, and Attachments: Price, Contractor's Insurance Forms; **[3]** RFP Addenda; **[4]** Request for Proposals; **[5]** Final Offer and communications; and **[6]** Contractor's proposal.

VEOLIA TRANSPORTATION SERVICES, INC.



Authorized Signature

Michael D. Griffus, President and COO

Name and Title (Print or Type)

Date Accepted: May 14, 2008

KING COUNTY



Authorized Signature

KEVIN DESMOND, G.M., KING CO, METRO
Name and Title (Print or Type) TRANSIT

Date Accepted: 5/16/08

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Part 1 General – Definitions, Terms & Conditions



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

Definition of Words & Terms

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted	Written documentation of the County's determination that the Contractor's Work has been completed in accordance with the Contract.
ACCESS Transportation	King County's paratransit transportation service operated under the policies set forth in the County's Paratransit Service Plan.
Accident	An event in which there is contact with another vehicle, fixed object or a person or animal which results in physical damage to property or a complaint of pain or an observable injury to any individual or animal involved.
ACD	Automated Call Distribution Center
Action (database)	The complaint and commendation database used in these Contracts.
Actual Vehicle Arrival Time	The time that the vehicle arrives at the ride origin and is ready to be boarded.
Actual Vehicle Departure Time	The time that the vehicle departs the ride origin - after all passengers have been secured.
Actual Vehicle Drop-Off Time	The time that the vehicle arrives at the ride destination and is ready for deboarding.
ADA	Americans with Disabilities Act
ADA Denial	The denial of a curb-to-curb trip that was requested 24 hours in advance of service to an individual who is ADA eligible and with an origin/destination that is within ¼ mile of a non-commuter fixed route.
ADA Paratransit Eligible	A person who has been determined to be eligible to use ACCESS Transportation under the ADA Paratransit Program.
ADA Paratransit Service Plan	Plan and yearly updates submitted to FTA in compliance with regulation 36 CFR Part 1192
Administrative Change	Documentation provided by County to Contractor, which reflects internal King County procedures not affecting the Contract terms or Scope of Work.
Adversarial Denial	A trip that is offered within ADA parameters and refused by the customer.
Agency Ride	A ride(s) that is provided to an agency client attending an agency sponsored program that has prearranged transportation and is not subject to variations in arrival and departure.
Attendant	A person traveling as an aide, such as a personal care attendant, requested by a person with a disability to facilitate travel and having the same origin and destination as the person with a disability
AVL	Automatic Vehicle Locating system
Bailment Contract	Part of this overall Contract entered in to by King County and the Contractor under which the use and maintenance of King County-owned vehicles is agreed by both Parties

Boarding	The transportation of a rider, companion or attendant from a point of origin to a single destination, each individual counting as a separate boarding. Used interchangeably with 'ride'.
Breaks for Drivers	Lunch Break - shall include the time from the last stop before the lunch break to the first pickup after the lunch break. Travel time to the first pickup after lunch is not included in the lunch break. Lunch break is 30 minutes free of responsibility. This includes travel time on one end. Other Breaks – shall include two (2) ten-minute breaks during an eight (8) hour shift.
Business Day	Monday through Friday between the hours of 8 a.m. to 5 p.m., excluding King County recognized holidays
Buyer	Individual designated by the County to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.
Capacity Denial	A trip denial that is due to a lack of availability of seats, time, distance and or equipment.
Change Documentation	A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as an Amendment.
Companion	A person, other than an attendant, traveling with an ADA eligible customer and having the same origins and destinations as the eligible person
Conditional Eligibility	When an ADA eligible person can use fixed route unless certain conditions are present that prevent them from using to or from or navigating fixed route service.
Contract Administrator	The King County individual assigned to administer the Contract, effect Contract changes and negotiate on behalf of King County.
Contract Amendment	A written change to the Contract modifying, deleting or adding to the terms or Scope of Work, signed by both Parties, with or without notice to the sureties.
Contract or Contract Documents	The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Work under the Contract as set forth on Page 2 of this document.
Contractor	The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Services or Work under the Contract.
Cost Analysis	The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost Analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.
Council	The King County Council
Curb-to-Curb	Service from the curb in front of the point of origin, including assistance to board or deboard the vehicle.
Day	Calendar Day
DBE	Disadvantaged Business Enterprise
Demand Rides	Eligible riders who call in ride requests for non-routine rides at least one (1) Day and up to three (3) Days in advance of the desired ride.

Demand-responsive	Service that is provided in response to a request for service by a rider or rider's representative.
Destination	The location where a rider debarks a vehicle at the completion of a ride.
Dispatcher	An individual who maintains radio contact with all vehicles used in providing service, records pick-ups and drop-offs of riders, cancellations at the time of pick-up, no-shows and any problems encountered, and informs schedulers of changes that will impact scheduling.
Dispatching	The act of issuing instructions and receiving communications to and from drivers via radio contact
Documentation	Technical publications relating to the Services and the use of any Software to be Provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to the County
Door-to-Door	Service from the door of the building or house at the point of origin to the door of the building or house at the point of destination, including assistance in getting to and from the door of the building or the house, and the door of the vehicle, such as pushing a wheelchair, providing a steadying hand, or carrying packages is such assistance is accepted by the rider.
Driver	An individual operating a vehicle to transport riders and any attendants and companions. Used interchangeably with vehicle operator.
Drop-off Times	See "Actual Vehicle Drop-off Times"
Eligibility Evaluation Trip	Trips that are provided free of charge to determine eligibility for ADA transportation.
Eligible Rider	A person registered with King County as eligible to use ACCESS Transportation
Enhancement	Technical or functional additions to any Software to improve Software Functionality and/or operations. Enhancements are delivered with new releases of the Software
FAX	Facsimile machine or document sent via facsimile machine
FTE	Full-time employee equivalent
Fare	King County determined cost to the rider for a ride on ACCESS Transportation
Fixed Route	Service operated or subcontracted by a transit agency in which a vehicle is operated along a prescribed route according to a fixed schedule
Furnish	To supply and deliver any items, equipment or material under this Contract
Group Subscription Trip	A trip in which a minimum of two (2) eligible riders routinely go to a single destination a minimum of one (1) time per week and pre-scheduled for a period up to six (6) months
IVR	Inter-active Voice Response system
In-County Transfers	Transfers between ACCESS Transportation Service Operators
Incident	Any unusual happening (excluding vehicle accident) involving ACCESS Transportation property, personnel or rider that results in or has the potential to result in property damage, personal injury or denial of service to a rider for misconduct, or any other occurrence that may result in disruption to King County ACCESS Transportation service.

Individual Subscription Ride	A ride in which a single individual goes between the same origin and destination a minimum of one (1) time per week and pre-scheduled for a period up to six (6) months.
King County Bus Pass	Pass issued or recognized by King County as valid tender for the fare.
King County Community Transportation	The service provided to individuals who because of age, disability or income are unable to transport themselves or to purchase appropriate transportation services and may require door-to-door or hand-to-hand service.
King County ID number	The number assigned by King County and appearing on the back of the RRFP card or the ADA paratransit card.
LAN	Local Area Network
Lift Ride	Ride in which the lift is activated to board or deboard a rider, whether or not the rider uses a mobility aid or wheelchair
M5	The vehicle maintenance software developed by Maximus and provided by King County to the Service Operators to track all vehicle maintenance.
MDT	Mobile Data Terminal
MITT	Management Information and Transit Technology
MapInfo	The geo-based software that illustrates the ACCESS Transportation program service boundaries in relationship to non-commuter fixed route corridors, based upon time of day.
King County-owned vehicle	Vehicle purchased and owned by King County and covered under the vehicle bailment Contract entered in to by and between King County and the Contractor
NEXTEL	The mobile communication system (radio/phone) utilized by all of the King County ACCESS fleet.
Non-Preventable Accident	A collision in which the driver did everything reasonably possible to avoid the collision.
On Time	Within fifteen (15) minutes before to fifteen (15) minutes after the scheduled time
One way ride	See "Ride"
Origin	The location where a rider boards a vehicle at the beginning of a ride
Over Flow Trip	When a ride is provided by a taxi or cabulance.
Inter-County Transfers	Transfers between adjacent counties; i.e., Snohomish and Pierce
PASS	Paratransit Automated Scheduling System (PASS)
Person	Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures
PMI	Vehicle Preventive Maintenance Inspection
Passenger	See "Rider."
Pick-up Time	See "Actual Pick-up Time."
Pick-up Zone	Location the rider and reservationist agreed the vehicle would wait for boarding of rider

Preventable Accident	A collision in which the driver did not do everything reasonably possible to avoid the collision.
Previous Sequential Release	A release of Software for use in a particular operating environment that has been replaced by a subsequent release of the Software in the same operating environment. Contractor shall support a Previous Sequential Release. Multiple Previous Sequential Releases may be supported at any given time.
Price Analysis	The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit
Price per vehicle service hour	The price charged to King County for each Vehicle Service Hour provided by the Contractor
Productivity Rate	Average number of one-way rides provided per Vehicle Service Hour
Project or General Manager	The individual designated by the Contractor to manage the project on a daily basis and who may represent the Contractor Contract administration
Provide	Furnish without additional charge.
RCW	The Revised Code of Washington.
Regional Reduced Fare Permit (RRFP)	A permit issued by any one of eight Transit Agencies in the greater Puget Sound Region that allow individuals with a disability or who are over the age of 65 to ride the fixed-route bus system at a reduced fare.
Registered Rider	A person registered with King County as eligible to use ACCESS Transportation
Reservationist	An individual who responds to requests for transportation and informs a rider of the disposition of the ride request
Return Ride	Second leg of a round trip
Ride	The transporting of a rider, companion or attendant from a point of origin to a single destination, each individual counting as a separate ride
Rider	A person requesting a ride or for whom a ride has been requested, whether or not a ride is actually provided. Used interchangeably with "Passenger."
RideShare / VanPool Program	The program offered by King County to provide vans to commuters on a subscription basis.
Round Trip	When a person returns to the point of origin from a single destination within the same day (counted as two rides)
Scheduler	An individual responsible for reviewing proposed schedules and making changes to schedules while service vehicles are in service to account for delays, no-shows, weather and traffic conditions
Scheduled Drop-off Time	Drop-off time agreed to by the rider and calltaker, at the time of the ride request
Scheduled Pick-up Time	Pick-up time agreed to by the rider and calltaker, at the time of the trip request
Scheduling	The act of call intake and screening of riders to determine rider eligibility for King

	County service and vehicle availability, as performed by the Control Center
Scope of Work (SOW)	A section of the Contract consisting of written descriptions of Services to be performed, or the technical requirements to be fulfilled under this Contract contained within the Scope of Work Section.
Service Animals	Any animal that a customer identifies as a trained animal and is needed by the rider themselves or their personal care attendant or companion to help with daily activities.
Services	The furnishing of labor, time or effort by a Contractor, including Software Maintenance or Support, custom Software, or consulting but not involving the delivery of any specific manufactured goods.
Shared Cost Program	Program in which King County has entered into a written agreement with a community or governmental agency to share the cost of identified trips
Specify	Refers to information described, shown, noted, indicated or presented in any manner in any part of the Contract
Standing Ride/Trip	Rides/trips for which an individual goes to and from the same origin and destination, at the same time of day or night at least twice a week.
Software	All or any portion of the then commercially available version(s) of the computer Software programs and Enhancements thereto, including source code, localized versions of the computer Software programs and Enhancements thereto, including source code and Documentation delivered by Contractor to the County.
Software Extensions	A modification to the standard panels, screens, workflow processing that are made by King County without changes to the source code.
Source Code	Means computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.
Subcontractor	The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract
Subscription Ride/Trip	See Standing Ride/Trip
TTY	Telecommunication display device, also known as a "text telephone." This device enables persons with hearing and speech impairments to send and receive typed messages via telephone. May also be called "TDD" or "TT."
Total Hours	Total hours recorded including vehicle service hours, hours incurred during lunch breaks, fueling, scheduled and unscheduled maintenance period and training.
Total Miles	Total miles recorded on the vehicle including vehicle service hours, miles incurred during lunch breaks, fueling, scheduled and unscheduled maintenance periods and training.
TRAPEZE, Inc.	The current owner/developer of the PASS software utilized by ACCESS Transportation's Control Center and Service Operator(s)
Trip	The transportation of a rider(s) from a same point of origin to a single or same destination. Each rider (passenger) counting as a single trip
Update	All published revisions to the Documentation and copies of the new release of any Software, which are not designated by Contractor as new products.

Upgrade	Subsequent releases of any Software and Documentation that generally have a new major version number, i.e. version 6.3 to version 7.0, not 6.3 to 6.4
UPS	Uninterruptible Power Supply
Vehicle	A car, van or minibus used to provide a ride scheduled and dispatched by the Contractor
Vehicle Manifest	Written record of information required for the driver's transportation delivery and drop-off instructions, including scheduled and actual times
Vehicle Service Hours (VSH)	The time a vehicle leaves its base for the first passenger pick-up of the driver's shift or service day, to the time it arrives at its base from the last passenger drop-off of the driver's shift or service day. Not included as part of VSH are Lunch breaks and other breaks required by law, pre-trip inspection time, and scheduled and unscheduled maintenance periods (vehicle breakdowns).
Vehicle Breakdown	The time spent while the vehicle is broken down in the field is not chargeable as a VSH regardless of whether passengers are aboard.
Virus	Software code that is intentionally and specifically constructed for the purpose of destroying, interrupting or otherwise adversely impacting other code or data in a computer, such as replicating itself or another program many times without any useful purpose
VSM	Vehicle Service Miles. The mileage from the time a vehicle leaves the base to the time the vehicle returns to the base less miles incurred during lunch breaks, other breaks, fueling and scheduled and unscheduled maintenance periods.
VSR	King County Vehicle Service Representative for VanPool Maintenance
WAC	The state of Washington Administrative Code
WAN	Wide area Network
Work	Everything to be provided and done for the fulfillment of the Contract which shall include any Software, Hardware and Services specified under this Contract, including Contract Changes and settlements

SECTION 1 - STANDARD CONTRACTUAL TERMS AND CONDITIONS

1.1 Administration

This Contract is between the County and the Contractor who shall be responsible for providing the Work described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Scope of Work has not been written with this intent.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform Work hereunder. Such personnel shall not be current or former employees of the County without the written approval of the County. Any current or former County employee who is involved, or becomes involved, in the performance of the Contract shall be disclosed; and the County shall determine whether conflicts of interest or ethical violations exist under the circumstances.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be Provided by the Contractor shall be delivered to the Project Manager. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for a response.

1.2 Contract Changes

No oral order or conduct by the County shall constitute a change to the Contract. If any Contract Amendment causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, an equitable adjustment in the Contract price, the project schedule, or both shall be made and the Contract and all related purchase orders(s) modified and agreed to in writing by both parties. Every Contract Amendment may require a Cost/Price Analysis to determine the reasonableness of the proposed adjustments to Contract price or schedule. Contract Amendments do not require notice to sureties by County.

Ref: KC CON 7-8-1 (AEP).

1.3 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable Contract closeout costs and profit on that portion of the Work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract, applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver Work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "Notice to Cure" shall be served on the Contractor by certified mail (return receipt requested) or delivery service capable of providing a receipt. The Contractor shall have ten (10) Days to cure the default or Provide the County with a detailed written plan, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work delivered and Accepted, or Work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and,
2. The Contractor shall be released from any obligation under this Contract or a related purchase order to provide further Work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

1.4 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any other cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

1.5 Washington State Sales Tax

The County shall make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

1.6 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Work Provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to Provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and Subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to Provide the Work under this Contract.

1.7 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. An assignment shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

1.8 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

1.9 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed and prosecuted in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

1.10 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Contractor represents that:

1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
3. Any Person having an existing Contract with the County or seeking to obtain a Contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current Contracts with the County canceled and shall not be able to bid on any other County Contracts for a period of two (2) years.

C. Disclosure of Current and Former County Employees

To avoid any actual or potential conflict of interest or unethical conduct:

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract.
3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

1.11 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date in which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section.

The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to mediation, arbitration or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

1.12 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be resolved by arbitration, and judgment upon the award rendered by the arbitrator may be entered in either King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. Nothing in this subsection precludes any party from seeking relief at any time from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle.

1.13 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

1. Federal, state or County auditors shall have access to Contractor's and its Subcontractors' records for the purpose of inspection, Cost or Price Analysis, audit or other reasonable purposes related to this Contract. Federal, state or County auditors shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall Provide proper facilities for such access, inspection and copying.

2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Audits shall be conducted in accordance with generally accepted auditing principles and/or federal, state or County audit procedures, laws or regulations. The Contractor shall fully cooperate with the auditor(s).
3. If an audit is commenced more than sixty (60) Days after the date of final payment for Contract Work, the County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

C. Proof of Compliance with Contract

The Contractor shall, upon request, provide the County with satisfactory documentation of the Contractor's compliance with the Contract.

In addition, the Contractor shall permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

Ref: KCC 2.20.035, 2.20.040, 2.20.050, RCW 43.09.050, 43.88, 42.40.020, 42.40.040, 42.160.

1.14 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies.

1.15 Recycled Products Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper.

Ref: KCC 10.16 & King County Executive Policy CON 7-1-2).

1.16 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment and Provision of Services

During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Contract.

B. Nondiscrimination in Subcontracting Practices

During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County Contracts or to obtain or compete for Contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with Subcontractors and suppliers, the Contractor shall not discriminate against any Person on the basis of race, color, creed, religion, sex, age,

nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

Ref: KCC 12.16.020.

C. Compliance with Laws and Regulations

The Contractor shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations that prohibit discrimination.

Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract.

D. Record-keeping Requirements and Site Visits

The County may, at any time, visit the project site, Contractor's and Subcontractors' offices to review records related to the solicitation, utilization, and payment to Subcontractors and suppliers in compliance with Executive Order 11246 as amended by Executive Order 11375. This provision includes compliance with any other requirements of this section. The Contractor shall Provide all reasonable assistance requested by King County during such visits. The Contractor shall maintain, for six (6) years after completion of all Work under this Contract, the following:

1. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payment to Subcontractors and suppliers in this Contract.
2. The Contractor shall make the foregoing records available to the County for inspection and copying upon request. Any violation of the mandatory requirements of the provisions of this subsection shall be a material breach of Contract, which may result in termination of this Contract or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment.

E. Discrimination In Contracting

King County Code Chapter 12.17 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither Contractor nor any party subcontracting under the authority of this Contract shall discriminate or engage in unfair contracting practices prohibited by KCC 12.17.

F. Compliance with Section 504 of the Rehabilitation Act of 1973

For all Contracts providing consulting, maintenance, training or other services, the Contractor shall complete a Disability Self-Evaluation Questionnaire, Attachment N. The 504/ADA Disability Assurance of Compliance will cover all programs and services offered (including any services not subject to this Contract) for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor shall complete a 504/ADA Disability Assurance of Compliance within ten (10) Days after receiving written notice of selection. The Contractor shall retain a copy of the completed 504/ADA and submit to the Buyer the original final two (2) signed pages titled "504/ADA Disability Assurance of Compliance", which will be attached to the Contract.

Ref: KCC 12.16.060 D.

1.17 Voluntary Small Contractors and Suppliers (SCS) Participation Goal and Contracting Opportunities Program

A. Contracting Opportunities Program

The King County Contracting Opportunities Program is a public contracting assistance program intended to maximize the participation of Small Contractors and Suppliers (SCSs) in the provision of Goods and Services to King County.

B. Definitions

A "Small Contractor and Supplier" (SCS) means a business and the person or persons who own and control it are in a financial condition that puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial conditions for eligibility under the Program are a dollar ceiling for standard business classifications set at fifty percent (50%) of the Federal Small Business Administration (SBA) and an Owners' Personal Net Worth of less than \$750,000. A business must be certified ("Certified Firm") to be eligible under the program. Contact the Business Development and Contract Compliance (BDCC) Office at (206) 205-0700 for information on how to become a certified firm, or to obtain a list of Certified Firms.

C. Voluntary SCS Participation Goal

1. It is King County's policy that small economically disadvantaged businesses shall have the maximum practicable opportunity to participate in the performance of this Contract and paratransit services to King County. The following percentage is the voluntary SCS goal established for this Contract: **Service Provider: 8% Transportation and 2% other.**
2. The Contractor is strongly encouraged to exercise good faith efforts to meet the SCS participation goal. Evidence of the types of actions, that the County considers as good faith efforts to obtain SCS participation are as follows:
 - a. Obtaining and using King County's Directory of SCSs at the following website: <http://www.metrokc.gov/exec/bred/bdcc/prog/CertSCSDirectory.xls>
 - b. Selecting portions of the work to be performed by SCSs in order to increase the likelihood that the SCS goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SCS participation, even when the contractor might otherwise prefer to perform the work items with its own forces or other vendors.
 - c. Providing interested SCSs with adequate information about the Contract requirements.
 - d. Negotiating in good faith with interested SCSs.
 - e. Not rejecting SCSs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
 - f. Making efforts to assist interested SCSs in obtaining insurance as required by the Contract.
 - g. Contacting the BDCC Office for assistance
3. During the term of the Contract, if the Contractor determines that it is unable to maintain the SCS goal, the Contractor shall submit a written request to King County that describes the circumstances and explains why the SCS goal cannot be maintained. The request shall describe the Contractor's efforts to obtain SCSs and clearly demonstrate that SCSs were unavailable to maintain the SCS contract goal.

D. Determination of SCS Eligibility

King County will count only the participation of Certified Firms towards the voluntary SCS goal established for this Contract. The County will count the Contractor's identified participation as follows:

1. The proposer's SCS subcontractor or supply vendor participation shall be calculated as a percentage of the Contractor's total contract amount less all pass through expenses. For example, if a Contractor's total contract amount is \$105,000 with \$5,000 of pass through expenses, and the Contractor indicates that an SCS will do work for a total of \$10,000, the Contractor's SCS participation is 10%.
2. SCS participation shall be counted only for SCSs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work the SCS has the management and technical expertise to perform using its own workforce and resources.

E. Reporting

The Contractor shall submit a "Quarterly Affidavit of Amounts paid to SCS Participant" to the Project Representative on a quarterly basis for every quarter in which the Contract is active (work is accomplished) or upon completion of the Contract, as appropriate. A copy of each report shall be submitted to the following address:

King County Metro - Accessible Services
821 2nd Ave.
Seattle, WA. 98104-1598
Mail Stop EXC-TR-1240

The quarterly reports are due on the 20th of January, April, July and October for the four respective quarters. The dollars reported will be in accordance with subparagraph 4 above.

F. Substitution

1. When a SCS subcontractor, is terminated, or fails to complete its work on the Contract for any reason, the Contractor shall make every effort to find another SCS subcontractor to substitute for the original SCS. These efforts shall be directed at finding another SCS to perform at least the same amount of work originally under the Contract as the original SCS to the extent needed to maintain the SCS goal.
2. The Contractor shall send written notification to the BDCC Office at least thirty (30) days prior to replacing a SCS subcontractor. However, in the case(s) of failure to perform, loss of insurance or if the SCS is discovered to be operating in a negligent/illegal or grossly unsafe manner the Contractor shall require the SCS to stop work immediately. The ACCESS and BDCC Offices shall be notified as soon as possible of this action.

1.18 Nonwaiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

1.19 Equal Benefits to Employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of Contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The Contractor shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a

mandatory condition for execution of a Contract. The EB Compliance forms and Ordinance 14823 are available online at: <http://www.metrokc.gov/procurement/forms/gs.aspx>.

1.20 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

SECTION 2 - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

2.1 Execution of the Contract

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract documents, they shall take precedence as listed on the Contract, page 2. The date the Contract is countersigned by the County is the Contract effective date. No other act of the County shall constitute Contract award. After Contract award, the County shall issue Purchase Orders detailing the Work to be performed.

The Contract may be executed in counterparts, any of which shall be deemed an original and which shall together constitute one Contract.

2.2 Contract Term

The initial term of this Contract shall be **five (5) years, subject to one (1) five (5) year extension** to be determined at the County's unilateral option and sole discretion, commencing on the effective date of the Contract and subject to the termination provisions at subsection 1-3, Termination for Convenience/ Default/ Non-Appropriation. Maximum term of the Contract will be ten (10) years.

2.3 Notices

All notices or Documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when delivered to the addresses first set forth below.

For Project Management related notices or Documentation:

KING COUNTY	VEOLIA TRANSPORTATION SERVICES, INC.
King County Accessible Services	
M.S. EXC-ES-1240	
Exchange Building, 12 th Floor	
821 Second Ave.	7625 S. 228 th St
Seattle, WA 98104	Kent, 98032
Contract Administrator – Robert Sahm 206-205-6577	Project General Manager Rafeh Haidar 206-510-1327
bob.sahm@kingcounty.gov	Rafeh.haidar@veoliatransportation.com

For Contract related notices or Documentation contact:

King County Procurement Services	
M.S. CNK-ES-0340	
Chinook Building, 3 rd Floor	
401 Fifth Ave	
Seattle, WA 98104-1598	
Buyer – Paul Russell (206) 263-9317	
FAX (206) 296-7676	
paul.russell@kingcounty.gov	

2.4 Payment Procedures

A. Invoices

The Contractor for Work Accepted by the County shall furnish two (2) invoices to:

King County
Accessible Services
Donna Moss Transit Planner
M/S EXC-TR-1240
Exchange Building, 12th Floor
821 Second Avenue
Seattle, WA 98104-1598

Important – When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery Accepted by the County. All invoices shall include the following information:

1. purchase order number
2. requester's name and phone number
3. date of invoice
4. invoice number
5. invoice total

For services, invoices shall identify hours worked and Contract hourly rates, or authorized fees. For each item in the Contract, provide: item number, quantity, description, Contract price and when applicable provide the manufacture, list price and discounts.

The County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list or this Contract. If prior acceptance of the higher price has not been done by the County, the invoice may be rejected and returned to the Contractor for a correct invoice.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Addm#2 Q4.

Question: The costs included in this list of "pass through" charges are not considered as pass through or otherwise exempt from federal indirect cost rate requirements as specified in OMB Circular A-122.

CLARIFICATION:

DOT guidelines do not apply to this procurement. See Addenda #1, item 23 deleting the FTA requirements.

B. Payments

Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the Invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

C. Subcontractor Prompt Payment

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within thirty (30) Days from the receipt of each payment the Contractor receives from the County.

D. Service Provider & Control Center

1. The Contractor shall submit to the County an accurate monthly invoice for the vehicle service hours provided according to the payment procedures outlined below. All required reports must be submitted before or with the monthly invoice unless the County approves a delay, in writing.
2. The Contractor shall be paid on the basis of actual vehicle service hours and at the contracted price(s).
3. The Contractor shall submit "pass through" charges for direct reimbursement without mark up or profit for:
 - a. Building/property/trailer leases
 - b. Building taxes and insurance
 - c. Utilities
 - d. Building maintenance
 - e. Approved tenant improvements
 - f. Other charges as negotiated such as Nextel
 - g. Taxes
 - h. (C.C. Taxicab/cabulance- overflow)
4. The Contractor shall provide documentation of original invoices provided with the monthly billing, except for charges that do not change from month to month such as rent.
5. The Contractor shall submit the invoice no later than the fifth (5th) Day of the following month in which the transportation service was provided along with the monthly report. The Contractor shall use an invoice format approved by the County (See ACCESS Monthly Contractor Report , EXHIBIT 5A-2 and 5B-2).
6. The Contractor is responsible for accurate and timely submission of claims and bills. Failure to submit the invoice and monthly reports by the established deadline may result in delayed payments or rejection of the invoice.
7. The County will provide invoice templates for the Contractor to use. Failure to use the proper invoice or incomplete invoices may delay payment. Pass through invoices require copies of original invoices to document actual expense and will be submitted with the pass through invoice. The County will pay current charges and will not pay late fees on pass through invoices. Any credits applied to an invoice previously passed through to the County will be credited to the County.
8. Within thirty (30) Days after receipt of an invoice, the County will pay the Contractor for authorized Services satisfactorily delivered or performed. Acceptance of such payment by the Contractor shall constitute full compensation for all supervision, labor, supplies, materials, work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor.

2.5 Advance Payment Prohibited

No advance payment shall be made for the Work furnished by Contractor pursuant to this Contract.

Ref: Article VIII, § 7 of the Washington State Constitution.

2.6 Purchase Orders

Purchase orders shall be issued referencing this Contract number. Purchase order(s) shall define and authorize the Work by the Contractor based on the prices contained in Exhibit 13. The purchase orders

issued by the County may reflect agreed to modification(s) of Contract terms, funding or other matters subject to subsection 1-2, Contract Changes.

2.7 Pricing

Prices shall remain firm for the duration of the initial year of the Contract. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to King County such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area.

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A contract amendment issued by the County will institute the price adjustment and establish the effective date for the new prices.

2.8 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

2.9 Acceptance Process

The County may give iterative acceptances as the Work is accomplished either by phase or milestone. The Contractor will give the County "notice of completion" of Work related to a specific milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

- A. **Acceptance Process.** Upon completion of the milestone deliverables, the Contractor will notify the County and the Acceptance process will commence. Acceptance shall be based on conformance with the milestone guidelines. After notice by Contractor of completion of the milestone, County will issue a written notice of milestone Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining items not in compliance with the deliverable guidelines.
- B. **Correction of Deficiencies Process.** If a deliverable is rejected, Contractor will have a commercially practicable time to correct items documented in the County's notification of rejection. Following the delivery of Contractors' notice that the Work has been corrected, the County will issue a written notice of Acceptance or provide Contractor with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining Work not in compliance with the milestone. The project schedule will be adjusted accordingly in the event that a dispute regarding the method or accuracy of the correction causes a delay. If the deliverable(s) fails to comply with the milestone after Contractor's second attempt to correct the Work and no clear plan can be agreed upon between the County Project Manager and the Contractor's Project Manager, the County will determine the appropriate corrective actions.

2.10 Warranty Provisions

- A. **No Waiver of Warranties and Contract Rights.** Conducting of tests and inspections, review of Scope of Work or plans, payment for a Work, or Acceptance of the Work by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty/guarantee responsibility.
- B. **Warranty Term.** The Contractor warrants that the Work performed under this Contract shall be free from defects in material and workmanship, and shall conform all requirements of this Contract. Any Work corrected shall be subject to this subsection to the same extent as the Work initially provided.

- C. Warranty Applicable to Third Party Suppliers, Vendors, Distributors and Subcontractors. The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference shall not excuse the Contractor's full compliance with its obligations under this Contract. The Contractor shall cooperate with the County in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

2.11 Express Warranties for Services

- A. Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract.
- B. Contractor warrants that the Services shall be performed in a timely and professional manner by duly licensed and qualified professional personnel with in-depth knowledge; and that the Services shall conform to the standards generally observed in the industry for similar Services.
- C. Contractor warrants that the Services shall be in compliance with all applicable federal, state and local laws, rules and regulations.
- D. Contractor warrants that the performance of the services and any software provided, upgrade or customized is free from intentional Viruses, disabling code or other intentional programming defects. Prohibited intentional programming defects include, but are not limited to, features such as "backdoor shutdown mechanisms", "time bombs", "automatic unauthorized connection to outside systems", programming that responds to or Provides information to outside systems' "pinging", and features that can "retire", "shut down", "cripple" or "stop" any Software. Contractor further warrants that the Contractor does not perform any service that results in electronic self-help that may deprive the County of the use of the licensed Software.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.12 Warranty Remedies

- A. If at any time during the Contract the Contractor or the County discovers one or more material defects or Errors in the Work or any other aspect in which the Work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, Error or nonconformity by, among other things, making additions, modifications or adjustments to the Work as may be necessary to keep the system in operating order in conformity with the warranties herein.
- B. In order to qualify for remedial action under these warranties, the County shall report a warranty failure to the Contractor in writing. The Contractor shall not be responsible for remedial action under this warranty to the extent the failure to meet the warranty is caused by modification to the product(s) by the County or anyone other than the Contractor or its Subcontractors, unless under Contractor's or its Subcontractor's direction.
- C. Notice Required. The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect with thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County shall charge-back the cost for such warranty repair to the Contractor.

- D. The Contractor is responsible for all costs of repair or replacement in order to restore the Work to the applicable Contract requirements or Scope of Work, including shipping charges, for Work found defective within the warranty period, regardless of who actually corrects the defect.

2.13 Defective Work

When and as often as the County determines that the Work, furnished under the Contract is not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) Days of receiving such written notification, the Contractor shall supply the County with a detailed, written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. The County may reject or accept this plan at its discretion. If the County rejects the plan the Contractor may be determined to be in material default of the Contract. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

2.14 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent Contractor relationship shall be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit, which would accrue, to an employee under chapter 41.06 RCW or Title 51 RCW.

2.15 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form, without the express written approval of the County.

2.16 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, Software, Documentation, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

2.17 Public Disclosure Requests

Contracts shall be considered public documents and, with exceptions provided under public disclosure laws, shall be available for inspection and copying by the public.

Ref: RCW 42.17.

If a Contractor considers any portion of the Work, including Software, data and related materials, delivered to the County to be protected under the law, the Contractor shall clearly identify such items with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such item, the County shall determine whether the material should be made available under the law. If the material or parts thereof are determined by the County to be exempt from public disclosure, the County shall not release the exempted documents. If the material is not exempt from public disclosure law, the County shall notify the Contractor of the request and allow the Contractor fifteen (15) Days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County shall release the item deemed subject to disclosure. By signing this Contract, the Contractor assents to the procedure outlined in this subsection and shall have no claim against the County on account of actions taken under such procedure.

2.18 Hazardous Chemical Communication

In order to comply with WAC 296-62-054 and WAC 296-839, Hazard Communication, the Contractor shall prepare, a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites.

Include the following information in the MSDS:

- A. Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS.
- B. If the product is actually used diluted, the dilution rate should be so stated in the MSDS and the hazards and corresponding Personal protection, etc. also be listed.
- C. SARA Title 3 chemicals shall be listed with the percentage by weight of the total product.
- D. A statement as to the intended use of the product.

In addition, the MSDS Shall be sent to BOTH of the following addresses:

Transit Safety
Attention: Mike Wines
Building A, Mail Stop: SAT-TR-0110
11911 East Marginal Way South
Seattle, WA 98168
Phone: (206) 684-2915

Facilities Maintenance South
Attention: Cathy Johnson
Environmental Compliance
Building C, Mail Stop: SFM-TR-0100
11911 East Marginal Way South
Seattle, WA 98168
Phone: (206) 684-2266

2.19 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to a public sewer, private sewer, or side sewer tributary to the metropolitan sewerage system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

2.20 Prohibition on Asbestos-Containing Products

Asbestos-containing products shall not be provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written

consent of the County. The Contractor shall notify the County in writing at least sixty (60) Days before it plans to supply the County with an asbestos-containing product. The County shall respond to such notification within thirty (30) Days of receipt. The Contractor shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

2.21 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through subsection 1-2, Contract Amendments.

2.22 Ownership/Rights to Work Product

- A. All data and Work (collectively called "Work Product") produced pursuant to this Contract shall be considered "work made for hire" under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and shall be owned by King County. Contractor is hereby commissioned to create the Work Product. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.
- B. If for any reason the Work Product would not be considered a "work made for hire" under applicable law, Contractor assigns and transfers to the County the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- C. Contractor shall execute all documents and perform such other proper acts, as the County may deem necessary to secure for the County the rights provided pursuant to this section.
- D. Contractor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership in any Work Product, without the prior written permission of the County. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- E. Work Product developed for this Contract including Preexisting equipment/system needed to operate the Work Product shall be transferred to the County with a non-exclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting material, and to authorize others to do so except that such license shall be limited to the extent to which Contractor has a right to grant such a license.
- F. Notwithstanding anything in sections 2.22 and 2.23 the Contractor agrees that with respect to all computer program developments, technical report writing developments, improvements to data sorting or other improvements to data manipulation which are the result of the Contractor's efforts (through the effort's of the Contractor's employees specifically assigned to the County's contract) (the "improvements") such improvements shall be the mutual property of the Contractor and the County, and each shall have non-exclusive rights to use such improvements during and after the term of the Contract, including use for other customers or applications, and neither party shall owe the other compensation in any other form for the use or sublicense of such improvements.

2.23 Patents, Copyrights and Rights in Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other Work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page, (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

2.24 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

2.25 Liquidated Damages

- A. The Contractor acknowledges that the provision of services pursuant to this Contract entails providing specialized, public transportation services, and that it is essential that safe, reliable, and efficient service be provided at all times. Liquidated damages, may be assessed, at the option of the County, in the circumstances detailed in the table set forth below.

	Item	Requirement	Liquidated Damage - Cost
1	Route dropped or reassigned due to unavailable vehicle or driver	Perform all routes VSHs	\$1.5 times cost for replacement service per
2	Missed rides	Per daily manifest	\$50 per missed ride

- B. For the purpose of these Contract(s), the productivity rate is defined as the average number of one-way boarding's provided per vehicle service hour.
- C. The goal of this program is to provide the maximum number of rides within the vehicle service hours operated, provided that these trips are operated according to the terms and standards of this Contract.
- D. If on-time performance falls below 90% two (2) or more months in a row, or below 85% in any one month, The County's Contract Administrator shall meet with the Contractor's Project Manager to review the matter and determine what actions will be taken by the Contractor to resolve the problem. Liquidated Damages may also be assessed. Repeated failures to provide on-time performance will be deemed a material breach of the Contract and shall be cause for termination of the Contract, at the County's option. If on time performance for a particular driver falls below 85% for three (3) or more months in a row. The County's Contract Administration shall meet with the Contractor's Project Manager to review the matter and determine what actions will be taken to resolve the problem.
- E. The productivity goals for the first five years of the Contract are as follows:

Year	2007-08	2008-09	2009-10	2010-11	2011-12
Goal	1.79	1.80	1.81	1.82	1.83

- F. The responsibilities of the **C.C.- Contractor** are to meet productivity and other timeliness goals. Where the responsibilities are interrelated with the **S.P.- Contractors** both Contractors will be expected to work together, as much as possible, to coordinate the efficient delivery of service.
- G. The Contractor authorizes the County to deduct such liquidated damages from the amount due, or to become due, under the Contract. The Contractor further agrees that any such deduction shall not in any degree release the Contractor from further obligation and liabilities in regard to the fulfillment of the entire Contract.
- H. Liquidated damages or any excess costs shall not be charged when the delay in completion of the Work is due to a Force Majeure delay or when the County causes the delay.
- I. Prior to assessment of liquidated damages the County will inform the **C.C.- Contractor** and/or **S.P.- Contractor** of the assessment and review any forthcoming explanation. Upon reviewing the explanation the County will determine whether to assess liquid damages. Any liquid damages shall be deducted from any outstanding payment(s) due the Contractor. Liquidated damages are neither a penalty nor a forfeiture; they shall compensate the County solely for the damage(s) to the program's operation caused by the breach of Contract standards

2.26 Service Incentives/Disincentives/Appeals

A. Service Incentives

- 1. A monetary award amount that the Contractor's staff may earn during their performance on the Contract. It is added to the Contract reimbursement amount to reward excellence in such areas as: a) service quality, b) timeliness, c) technical ingenuity, and d) cost-effective management. The amount of the award to be paid will be determined by the Contract Administrator.

Note: The County reserves the right not to award bonus payments predicated upon budget conditions, allowances or other budgetary factors to be determined at the discretion of the Contract Administrator.

- 2. Each year the County will establish a ride productivity goal for that year. For 2008, the goal is 1.79 rides per Vehicle Service Hour (VSH). The award is a judgmental evaluation of the Contractor's performance in terms of the following criteria:
 - a. No award will be given the Contractor until it is providing productivity, on average, equal to the goal established for that year.
 - b. For each incremental increase in the system productivity rate (rides per VSH) of one hundredth of a percent (.01%), the pool of Contractors (**C.C.-Contractor** and one to three **S.P.-Contractor(s)**) shall be paid a flat fee bonus of \$10,000.
 - c. The productivity standard shall be calculated based upon the prior three months of service (including the month being invoiced). No productivity award bonus will be paid unless the County's annual productivity goal has been exceeded for the three (3) month average. No productivity award bonus will be paid if average system on-time performance for the three-month period falls below 90%.
 - d. This amount shall be allocated to each Contractor in proportion to their number of FTE equivalents for the month being invoiced. Once a bonus payment has been paid, it establishes a new productivity standard. No further productivity award bonus payments will be made until productivity increases again.

3. Incentive Amounts

- e. Each month a **S.P.-Contractor** delivers all rides in a timely manner (without a missed ride/trip) the **C.C.-Contractor** and **S.P.- Contractor(s)** shall be awarded \$500.00 each.
- f. Each month a **S.P.-Contractor \s)** has less than two road calls per 100,000 service miles, it shall be awarded \$300.
- g. Each month a **S.P.- Contractor's** drivers have no preventable accidents it shall be awarded \$1000.
- h. Each month a **S.P.- Contractor(s)** meets all the scheduled pull-out times it shall be awarded \$1000.

B. Service Disincentives

- 1. None of the above incentives will apply if the on-time performance falls below 90% for the individual **S.P.- Contractor**.
- 2. Fifty dollars (\$50) shall be charged to the **C.C.- Contractor** and/or **S.P.- Contractor** for each instance of missed ride (depending on the Parties' obligation or contribution). A "missed trip" is defined as any trip that is one (1) hour or more late.
- 3. Any route that is turned back by a **S.P.- Contractor** to the **C.C.- Contractor** where less than 48 hours is given, that **S.P.- Contractor** shall be charged 1.5 times the VSH cost for service provided by an alternate **S.P.- Contractor** or overflow operator.

C. Service Appeals

- 1. The imposition of any charges or assessments pursuant to Part 1 Subsections 2-26 & 27 of this Contract may be appealed by the Contractor to the County's Contract Administrator. Such appeal shall be in writing and shall include the explanation why productivity declined. Explanations relating to reasons outside the control of the Contractor shall result in a waiver of the charges. Examples of such explanations shall include snow or other adverse weather conditions, traffic accidents or other unusual traffic. These examples are not intended to be all inclusive. The determination of the County's Contract Administrator shall be final.

SECTION 3 - INSURANCE REQUIREMENTS

3.1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the County shall receive notice at least forty-five (45) Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of the County, deliver to the County all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.
- C. Failure to Provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

3.2 Insurance Requirements

- A. The Contractor shall obtain and maintain the minimum insurance set forth below.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy shall be written on an "occurrence" form; excepting insurance for professional liability/errors and omissions. Professional liability/errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims Made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

- B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. General Liability
Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.
- 2. Automobile Liability
Insurance Service form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.
- 3. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

4. Employers Liability or "Stop Gap":
The protection provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.
5. Crime Coverage; Employee Dishonesty
6. Property Coverage: Coverage for all Property to include Mobile Control Units provided by the County. Coverage may be provided via a Property, Auto or Inland Marine Form.

C. Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$5,000,000 aggregate limit.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

Professional Liability, Errors and Omissions: \$1,000,000 per Claim and in the Aggregate.

Workers' Compensation: Statutory requirements of the state of residency.

Employers Liability Stop Gap: \$1,000,000.

Employee Dishonesty Coverage: \$ 100,000.

Property and/or Inland Marine: Replacement Value of all property provided by the County to the Contractor under this Agreement

Mobile Data Computer, The S.P.-Contractor is required to provide insurance on each unit valued at \$4,000 per unit.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. Liability Policies:

The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. (CG 20 10 11/85 or its equivalent)

To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way.

The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall fail to meet the above stated requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. **Insurance coverages Provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.**

H. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

I. Endorsements

Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

Part 2 SCOPE OF WORK



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

SECTION 4- SCOPE OF WORK PARATRANSIT ACCESS

1.1 Service Model

A. Overview

Specifications in this PART 2 Scope of Work Paratransit Access apply equally to the **Service Providers and Control Center**.

B. Specific requirements follow in:

C.C. Control Center

1. **The Paratransit Control Center will be the point of public contact for ride screening, ride scheduling, and dispatching. The Service Providers shall receive trip schedules from the Control Center on a daily basis and shall send out vehicles with drivers to provide the trips.** The **Service Provider, Control Center** dispatch, and the drivers shall be in contact via the Mobile Data Computer (MDC) and will be able to have radio communication when necessary. The **Service Provider** shall keep the **Control Center** informed of vehicle availability.
2. The **Control Center** shall use TRAPEZE, (a computerized scheduling, dispatch and information system) to develop schedules for vehicles and riders. The **Control Center's** reservations, scheduling and dispatching staff shall determine the specific ride for each eligible rider, which specific route a rider shall ride on and which **Service Provider** shall provide the trip.
3. The **Control Center** and each of the **Service Providers** will have a facility or facilities in the region they are awarded. Inasmuch as a considerable amount of time will pass between the date of the release of this Request for Proposals and the award of a Contract, proposals are not asked to identify facility or base sites. Upon award of a Contract, the successful provider shall work with the County in selecting a site or sites. King County will accept all approved facility and utility expenses as direct reimbursable. Profit or markup cannot be taken on these expenses directly passed through to King County.
4. King County anticipates that it will constantly refine the service delivery process in order to ensure that the highest possible quality of service is provided. Given the nature of this project, King County is seeking firms that will bring a "can-do attitude" and significant paratransit management expertise to this program. The project will undergo revisions and modifications to operating and administrative requirements as it is implemented and developed. King County is looking for firms that will work cooperatively with the County on these changes. It will not be acceptable for Contractors to react to every suggestion of a change or modification of their procedures with resistance. Firms should view this project as a team effort and strive for decisions, which result in a "win-win" outcome.
5. During the term of the Contract, a change in the management or ownership of the Contractor shall warrant a review by King County to determine if it's in the best interest of the County to either cancel the Contract and procure another vendor or to continue service under new management/ownership.
6. It is expected that demand for service will increase over the initial term of the Contract(s). Although a reasonable amount of effort has been made to establish the service level estimates, it's not possible to precisely determine demand at any given point in time. Service levels will be divided into five (5) ranges for each Contract (see, EXHIBIT 13 Pricing Sheets).

4.2 Introduction to Paratransit Transportation Services

King County manages the Paratransit Transportation program, which provides the following services:

A. ADA Paratransit service

Curb-to-curb van service provided within ¼ mile of non-commuter fixed-route service during the same days and hours as fixed route in an area where next-day trips are available. Riders may be subject to conditional eligibility

B. King County Community Transportation program:

The King County Community Transportation Program is established to supplement available public and private transportation services operating in King County that are targeted to individuals with special transportation needs. Services provided under this program are as follows:

1. Door-to-door
2. Hand-to-hand
3. Subscription
4. Exceptions to the ADA service area

C. Community Access Transportation Programs (CAT)

Agency Agreements are established to provide limited numbers of rides on a space available basis only. The County has agreements established currently with agencies such as Senior Services of Seattle and Northshore Senior Center. King County may, at its option award to one or more of the chosen **Service Provider(s)** some or all of the CAT Maintenance Service through the Access Transportation Contracts. Implementation of this will follow award of the different Contracts and establishment of the base locations.

3.3 Types of Paratransit rides to be provided under the Contract

A. Demand Response

Rides where individuals call to request non-routine trips. Demand requests shall be made between 8:00 a.m. to 5:00 p.m., one (1) to three (3) Days in advance. Reservations may be made for next Day service and up to three (3) Days in advance.

B. Subscription or Standing Rides

Rides for which individuals travel to and from the same origin and destination, at the same time of day, and at least once a week. This type of ride is requested through a standing reservation rather than a daily request.

4.4 Service Model & Transfer Trips

A. Hours of Service

1. Access provides transportation comparable to non-commuter, fixed route service. The County uses several maps, called service area boundaries, that describe the times and areas served. While transportation is provided seven (7) Days a week and 24 hours a Day, the service area will expand and diminish with changes in the amount of fixed route service available (i.e. more service during peak commute times). Each Contractor shall be available to provide service on a seven (7) Day a week 24 hour a Day basis. Currently service between the hours of midnight and 4 a.m. are provided by our overflow (taxi) operators.
2. The County expects comparable levels of performance across all hours of service. The **Control Center** and **Service Provider(s)** shall ensure that, even on weekends and holidays, qualified, capable and experienced staff and supervision are available to ensure the delivery of safe, professional, and high quality service. The Contractor's failure to ensure the availability of qualified personnel pursuant to the foregoing contractual expectations shall be

deemed a material breach of contract and subject the Contract to immediate termination at the County's option.

3. There is no same day service.

B. Special Service

1. Holiday Service is a reduced level of trips and will likely be provided on seven (7) national holidays per year:
 - a. New Years Day
 - b. Presidents Day
 - c. Memorial Day
 - d. Independence Day
 - e. Labor Day
 - f. Thanksgiving Day
 - g. Christmas Day
2. Holiday Service generally offers a reduced level of trips in a smaller service area over a corresponding reduced fixed route service area. The number of routes to be operated is determined during the week prior to the holiday in response to ride demand. However 30% of all trip requests are now being made the Day before service and so there may be adjustments to the number of service hours required, up to the Day before service.

C. Transfer Trips

1. The County is one of seven (7) transit systems in the Central Puget Sound Region that has agreed to recognize the ADA eligibility of riders certified by any other regional transit provider. Therefore, regular travel between counties in the region occurs which requires transfers between the various paratransit systems.
2. In addition, the County has established "transfer points" at several locations in the county where riders are brought to transfer onto other Paratransit vans in order to consolidate transportation demand and from these transportation hubs they are dispersed on return trips.
3. With the implementation of changes to ACCESS Transportation initiated by the paratransit policy ordinance, ACCESS Transportation may be supplying more "feeder-to-fixed-route" van service. Riders who have barriers getting to the fixed route service but can successfully ride fixed-route service upon reaching an accessible zone or station may receive this service. ACCESS vans will provide the van service to the rider at either end of their fixed-route trip, when required. This service requires coordination by the **Control Center** with fixed route and train schedules both in scheduling and service delivery.

4.5 Vehicle Service Hours

A. Overview

1. **Vehicle Service Hours (VSH)** are the basic measure for service levels and the variable unit of compensation in the Contracts. A VSH is defined as the time the vehicle leaves its base for the first passenger pick-up of the driver's shift or service day, to the time it arrives at its base from the last passenger drop-off of the driver's shift or service day. Lunch breaks and other breaks required by law, pre-trip inspection time, and scheduled and unscheduled maintenance periods are not included as part of the **Vehicle Service Hours**. Two ten-minute breaks and a 30-minute lunch break in an eight (8) or ten (10) hour shift shall be deducted from the **Vehicle Service Hours** unless the Contractor demonstrates that the lunch and/or breaks were not taken. The Contractor is responsible for ensuring compliance with all applicable laws and

regulations, including any that require that its employees be provided with periodic breaks during a work day. Fueling time is not part of a VSH. The County will use TRAPEZE data to verify these records.

2. In the table below, projections of the ACCESS Transportation VSH, distributed by **Service Providers**, and in aggregate, are listed. These are projections for a maximum of five (5) years, and do not constitute a guaranteed number of **Vehicle Service Hours**. Distribution of service between **Service Providers** is subject to change during the life of the Contract.
3. The target number of service hours and consequent placement along the ranges will be determined by the Contract Administrator and may change either up or down the continuum. (See Service Hours in Definition of Words and Terms).
4. The **Control Center**, in conjunction with the **Service Providers**, prepares route bids (usually in the Spring and Fall) which maximize system resources. Route shift times determine the general start time and duration of routes, but can vary by up to one hour, on a daily basis. The County reserves the right to adjust routes as service demands change.
5. Routes have established start times. However, these times may be flexed by the **Control Center** to within 60 minutes of the regularly assigned time to meet operational requirements. The **Control Center** shall notify the **Service Providers** by 6:00 p.m. the day before service, if such a change is needed.

B. Adjustment in VSH

1. **Service Providers** shall provide the number of **Vehicle Service Hours** specified by the County, as scheduled by the **Control Center**. The **Control Center** and **Service Provider** shall have the ability to make daily adjustments of the number of daily service hours to be operated predicated by demand.
2. The County will inform the Contractor at least 30 Days in advance of its intention to change service level ranges. The Contractor will have three (3) working days to respond to the County with any concerns it may have. Movement to a new range and its incumbent fixed monthly and VHS rate will commence on the first day of the month following the notification period. (See EXHIBIT 13 Pricing Sheets).
3. Because some months have more weekdays than others, occasionally the number of VSH will either exceed or fall below the range of hours in a VSH range. For these occasional fluctuations the County will not adjust the VSH range assigned and Contractors will be paid the variable and fixed rate for the range they are authorized. However if a pattern continues for three (3) consecutive months the County will adjust the range.
4. The County may for any reason adjust the allocation of **Vehicle Service Hours** of any or all **Service Providers** higher or lower, depending upon efficiency, price, productivity, service quality, ride demand and adherence to the terms and conditions of their Contract etc.
5. ACCESS Transportation seven year service hour projections (Table 1) – displays the distribution of **Vehicle Service Hours**. These are projections/estimates and do not constitute guaranteed **Vehicle Service Hours**.

Table 1 – ACCESS Transportation Five year Vehicle Service Hour Projections

Bases	Year 1 2007-2008	Year 2 2008- 2009	Year 3 2009- 2010	Year 4 2010- 2011	Year 5 2011- 2012
Eastside	300,000	310,000	321,000	325,500	334,000
Seattle South	212,000	218,000	226,500	230,000	236,000
Seattle North	143,000	147,000	152,500	154,500	159,000
Total	655,000	675,000	700,000	710,000	729,000

6. Distribution of service between **Service Providers** is subject to change, and the Contractor is expected to provide service throughout the County.

4.6 King County's Responsibilities

A. For Service Providers

1. Provide fuel
2. Supply vehicles to the **Service Providers**.
3. Allocate **Vehicle Service Hours** and vehicles among **Service Providers**.
4. Set fares and fare policy and sell pre-paid fare media.
5. Provide the Mobile Data Computers for all County owned vehicles, and all related commercial charges. The Contractor is required to provide insurance for the MDC's as part of the vehicle. The County will be responsible for routine maintenance expense of the MDC units; the **Service Provider** shall be responsible for any MDC repairs due to neglect or abuse.
6. Jointly with **Service Provider** locate and lease Operation Bases as determined by King County.

B. For Control Center

1. Supply the scheduling/dispatch software (TRAPEZE), customer service database (ACTION), and other databases, spreadsheets and templates necessary to control and monitor the service. King County will provide workstations and software to run these software applications.
2. Supply and maintain hardware for the wide area network and the interactive voice response system as determined by King County.

C. For S.P. & C.C.

1. Monitor and manage Contracts with the **Control Centers** and **Service Providers**.
2. Provide the two-way mobile radios for all County owned vehicles, dispatchers and support staff.
3. Provide program management and direction.
4. Develop all policies for ACCESS service, and ensure that appropriate procedures are developed to implement them.
5. Provide programming and system analysis support as determined by King County.
6. Establish eligibility criteria and process applications for Passenger registration, maintain up-to-date eligibility file.
7. Define service standards and performance criteria.

8. Define transportation service.
9. Produce and distribute Passenger service information.

4.7 Pricing Range

Proposers are asked to determine pricing for each of the ranges, for each contract, they choose to propose on. Price details and cost build-up will be split into these general categories: (See EXHIBIT 13 Pricing Sheets)

A. Service preparation period

Service preparation period or start-up charges are those expenses incurred by the Contractor from the date of award through the first day of service. Service preparation charges shall also include those expenses incurred as part of the start-up (such as driver training) in order to achieve the level of service required in this contract, even if incurred after the start date, provided the contractor can demonstrate to the County that the expenses resulted from an ongoing process of implementing service to the number of service hours requested by the County. The Service Preparation period shall not be considered part of the first year of the contract. Service Preparation costs shall be submitted for reimbursement monthly as incurred. Only actual Service Preparation expenses will be paid and shall be accompanied by copies of original invoices. Travel, lodging, and meals cannot exceed government per diem rates.

B. Fixed monthly fee

A Fixed monthly fee will be billed uniformly throughout the life of the contract, each month, and is intended to cover those expenses in each of the five (5) ranges of **Vehicle Service Hours** that are delivered by the **Service Providers**. This fee will not be affected by the number of VSH's delivered until the numbers fall outside the maximum or minimum of the range. (See Exhibit 13 Pricing Sheets)

- Example: Management and administrative salaries, benefits, office supplies, profit, standard liability insurance

C. Variable rate

1. In addition to the fixed monthly fee, the Contractor shall be paid a variable rate for other expenses necessary to provide the transportation Services. This shall include compensation for all hourly staff and shall be calculated on the basis of how many **Vehicle Service Hours** are dispatched by the **Control Center**, and delivered by the **Service Provider**. The rate will be determined for each of the five ranges of **Vehicle Service Hours** and billed according to actual VSH's delivered.) (See EXHIBIT 13 Pricing Sheets).
 - Example: Driver and maintenance staff wages, overtime and benefits; training expenses.
2. The County may adjust, at any time, the allocation of VSH of any or all **Service Providers** higher or lower, depending upon efficiency, price, productivity, service quality, ride demand, changes in fixed-route scheduling, and or changes in policy.

D. Direct Cost Reimbursement

1. Direct Cost Reimbursement shall be allowed for costs associated with the facility by direct reimbursement. Direct reimbursement will also be paid for additional work, equipment, and travel as authorized in writing by the Contract Administrator and in accordance with County procedures.
 - Example: facility expenses: building leases, property taxes, property insurance, utilities, building maintenance, tenant improvements (but not ongoing supplies), monthly radio charges; B&O taxes. Late fees shall not be reimbursed by the County and remain the

responsibility of the contractor. All expenses for building maintenance and tenant improvements shall be approved in advance by King County.

2. The Contractor may be required to delineate their costs and pricing at anytime before or during the term of the contract. Profit or mark up cannot be taken on expenses directly passed through to the County.
3. The C.C. will maintain the Nextel radio base station and all other Nextel radios. The S.P. shall treat the cost of radio air time as a pass through to the County.
4. The County has established separate contracts for fuel supply and pays these expenses as a pass through.

4.8 Staffing

A. Standards for Management and Supervision

1. The Contractor shall be responsible for determining the direct staffing levels and salaries required to deliver the service assigned through the central **Control Center**. The Contractor shall also be responsible for ensuring that all ACCESS Transportation policies and procedures are followed (See Exhibit 10).
2. The Contractor shall ensure that sufficient staff are hired and retained to meet this Contract's service requirements. The County reserves the right to reduce the Contractor's monthly invoice appropriately for any management or supervisory position such as Project, Operations, Information Service or Maintenance Manager, left vacant for more than sixty (60) Days.
3. The Contractor's provision of qualified, capable and experienced personnel is essential to the performance of its contractual obligations herein. As such, failure to provide suitable personnel consistent with the County's contractual expectations as set forth herein shall be deemed a material breach of contract and subjects the Contract to immediate termination at the County's option. The Contractor shall ensure that its employees are qualified, capable and suitable to perform the requirements of this Contract and the County reserves the right to provide input to the Contractor in determining the suitability of any employee to continue performing the work pursuant to this Contract. The Contractor shall provide all pertinent employee records regarding incidents/accidents, passenger complaints, etc., to King County as soon as possible upon request.

B. Prohibition of hiring or retaining staff Convicted of the following offenses

1. Crimes of a sexual nature committed against an individual including, but not limited to, rape, child molestation, and unlawful sexual acts.
2. Crimes involving violent or assaultive behavior including, but not limited to, murder, manslaughter, rape, robbery, assault, battery, kidnapping, extortion, carrying or use of a deadly weapon.
3. Crimes involving the physical control, sale, use, transportation of controlled substances.
4. Crimes involving dishonesty such as fraud, embezzlement, the mishandling, theft, and/or the misappropriation of funds or property, possession of stolen property.
5. Hate crimes or other conduct involving serious or repeated discrimination or harassment based on race, creed, color, religion; sex or sexual orientation (municipal law applies in Seattle).

C. Project Manager (key person)

1. The Contractor shall determine the appropriate assignment of Contract management staff to successfully implement the scope of this Contract. The Project Manager shall be the

Contractor's representative for the administration of the Contract documents and the supervision of the work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual recommended or proposed changes, the County shall accept commitments and instructions of the Contractor only from the Project Manager or a duly authorized representative of the Project Manager so designated in writing.

2. The Contractor shall insure that the Project Manager has demonstrated managerial experience in public transportation operations or a similar industry, including supervisory experience. The Contractor shall insure that the Project Manager is assigned to this project full time, at a minimum of forty, (40) hour per week.
3. In all aspects of managing this service on the County's behalf, the Contractor shall insure that the Project Manager exhibits a passenger orientation and commitment to continuous quality improvement in how service is delivered. The Contractor shall insure that the Project Manager exemplifies a 'can-do' attitude and belief in a team approach, fostering good communication with all parties involved with the use and delivery of ACCESS Transportation.
4. The Contractor shall insure that its Project Manager oversees the proper operation of the service as set forth in this Contract including managing the operations, the service's accounts and operating records, any subcontracts and the Vehicle Bailment and supervising all Contractor personnel hired to perform services provided under this Contract.
5. The Contractor shall insure that the Project Manager responsibilities include but are not necessarily limited to supervising the following:
 - a. Scheduling of all regularly assigned project personnel and resources
 - b. Arranging the assignment of the Contractor's back up personnel and resources
 - c. Distribution and/or collection of daily operating reports.
 - d. Preparation of monthly reports and summaries. Analyze trends and prepare responses.
 - e. Maintenance of project accounts.
 - f. Preparation of monthly invoices, which shall document all charges.
 - g. Immediate responsibility for any operational problems and passenger complaints.
 - h. Acting as the liaison between the Contractor and King County.
 - i. Have the authority to act independently on behalf of the Contractor.
 - j. Promote and maintain a high quality of passenger service and system productivity.
6. In the temporary absence of the Contractor's Project Manager, the Contractor shall insure that other designated supervisory personnel shall be assigned responsibility for proper operation of the service as set forth in this Contract. The Contractor shall ensure that its Project Manager or the designated supervisory personnel shall be available during all hours of transportation service operation to make decisions and provide coordination as necessary.
7. In order to ensure the continuity of consistently high service standards over the life of this Contract, it is the County's expectation that the Contractor shall retain qualified and experienced key personnel to perform services pursuant to the Contract requirements. The Contractor's retention of such key personnel is of significant importance to satisfactory Contract performance. It is the County's expectation that the Contractor shall retain the services of the Project Manager it names in its proposal to provide services pursuant to this Contract for a minimum of one (1) year from the Contract Start date. If for reasons other than a personal termination (voluntary resignation) or emergency, the Contractor fails to retain the services of the named Project Manager for the time specified, such failure shall be deemed to be a material breach of contract and subject the Contract to immediate termination, at the

County's option. Additionally, if the Contractor fails to retain the services of the named Project Manager, subject to the foregoing exceptions, liquidated damages in an amount equal to the Project Manager's annual salary may be immediately assessed by King County, and collected through a reduction in payment owed the Contractor in the next invoice cycle, or as otherwise agreed to at King County's discretion. Such liquidated damages shall not act as a penalty or a forfeiture, but rather, shall compensate the County solely for the damage(s) to the program's operation caused by the Contractor's failure to adhere to contractual requirements and standards.

8. The Contractor shall ensure that its key personnel, including the Project Manager, are sufficiently experienced, qualified and skilled to provide the service requirements contemplated by and established in this Contract at a high level of professionalism throughout the life of this Contract. In the event the Contractor intends to replace its named Project Manager, or other key personnel, the County shall be afforded notice and the opportunity to provide input to the Contractor regarding any proposed replacement. As such, the Contractor shall submit to King County the resume and qualifications of a suitable replacement within thirty (30) days after notification of the Project Manager's resignation or termination. The Contractor agrees to give serious consideration to the County's input regarding any proposed key personnel replacements. The Contractor's failure to provide a suitable Project Manager, Maintenance Manager, Information Service and/or Operations Manager, whom are qualified and capable of satisfactorily providing the services contemplated by and required pursuant to this Contract, may result in termination of the Contract..

4.9 Transportation Service Area(s)

- A. King County's Paratransit service area encompasses up to ¾ mile from King County fixed-route service with the eastern boundary expanded to 1½ miles from fixed route. Areas within the Urban Growth Boundary are filled in. Occasionally a transfer trips maybe required when servicing outside the ¾ mile zone around a fixed route. The service area and hours of service are subject to change when fixed-route service changes in order to maintain comparable service. In addition, the service area may change at the discretion of the County. Maps of the combined service area by day of the week can be found in EXHIBIT 9.
- B. There are no formal service boundaries. The areas indicated in the RFP are for the purpose of establishing approximate base locations only. All Service Providers are expected to provide transportation services throughout the program's service area.

Eastside Base area

- **East** of Lake Washington. It includes the city of Kenmore.
- **North** border is the King/Snohomish County Line.
- **Southern** boundary extends to the King/Pierce County line. The southern area which includes the Cities of Burien, Des Moines and Federal Way is served by both the Eastside base and the South Seattle Base.

Similarly, Mercer Island is served by both the eastside base and South Seattle base.

The County assumes that two bases will be necessary to serve the eastside.

Seattle South base area

- **South** of the Ship Canal. The Southern area extends to the King/Pierce County line east of Highway 167. Service to Burien, Des Moines and Federal Way is served by both the eastside base and the south Seattle base.
- **West** of Lake Washington.

Mercer Island is served by the eastside and south Seattle base. Service to Vashon Island is part of the South Seattle territory.

Seattle North base area

- **South** border is the Ship Canal, with some service in downtown Seattle.
- **East** border is Lake Washington
- **North** border is the King/Snohomish County line
- **West** border is Puget Sound

4.10 Adverse Weather/Emergency Conditions

- A. Regular service may be suspended in any area due to adverse weather or other emergency conditions. The County may also make other exceptions for events such as civil disruptions or natural disasters. When this occurs, the Contractor shall ensure that drivers are available to meet emergency service needs including critical trips. The general areas of responsibility for managing and supporting service in adverse weather or other emergencies are as follows:
1. Contact the County for service level definition.
 2. Provide status reports of service changes and roadway conditions throughout the day.
 3. Determine level of service available for the day and notify County operations management.
 4. (C.C.) Adjust staffing levels to respond to rider calls.
 5. **S.P.)** Report to the County the number of drivers properly trained and prepared to perform assigned service.
 6. **S.P.)** Prepare all vehicles scheduled for service for specific emergency condition, e.g. chains for tires during snow.

4.11 Drug and Alcohol Testing

- A. Prevention Program
1. In order to ensure a drug-free workplace, the Contractor shall be required to have in place a drug and alcohol prevention program that complies with the Omnibus Transportation Employee Testing Act of 1991, including alcohol and drug testing of all transportation workers who hold "safety-sensitive" jobs. The Contractor's drug and alcohol prevention program shall comply with the Federal Transit Administration's Drug and Alcohol Testing Regulations, 49 CFR Part 40 & 655, which, among other things, requires that drug and alcohol tests be given to safety-sensitive employees in the following circumstances:
 - a. Pre-employment
 - b. Reasonable suspicion
 - c. Post-accident
 - d. Random (currently 50% of "safety-sensitive" employees shall be tested annually for drugs, 10% for alcohol)
 - e. Return to duty/follow-up
 2. The Contractor is responsible for the costs of establishing and maintaining (including costs of defending related claims and actions) the required drug and alcohol prevention program under this Contract. Such costs shall be included as part of this Contract.

3. If additional drug and alcohol prevention requirements are imposed after the effective date of this Contract and such requirements cause an increase in the costs of the Contractor to perform under this Contract, the Contractor may submit a claim for these costs in accordance with PART 1, Subsection 1-2 Contract Change of this Contract.
4. Contractors and Subcontractors may be allowed to participate in the County's random testing pool program, under King County's existing Contract for drug and alcohol testing services. If Contractor(s) is interested in participating, please contact Lori Jones at 206-684-1750 for more information.
5. Contractors and Subcontractors shall be subject to drug and alcohol program audits to ensure compliance with the federal drug and alcohol testing procedures of 49 CFR Parts 40 & 655. The King County Drug & Alcohol Program Manager, who is responsible for certifying compliance with the FTA, and Accessible Services staff will conduct, at a minimum, annual audits. Additional quarterly monitoring of testing statistics will also be required.

SECTION 5 - S.P. - SCOPE OF WORK SERVICE PROVIDER

5.1 Operations of Service Provider

A. Overview

1. In PART 2-S.P. Scope of Work "S.P.-Contractor" refers to the **Service Provider Contractor** and its responsibilities.
2. Provide for daily deployment and return of vehicles and operators.
3. Coordinate the transfer of vehicles to other **Service Providers** on an as needed basis.
4. Communicate daily with the **Control Center's** dispatch regarding vehicle and driver availability, schedule adherence and any other operational issues.
5. Perform maintenance on ACCESS fleet (and CAT and possibly RideShare / VanPool fleets) vehicles and on-board vehicle equipment to standards established by King County.
6. Coordinate the flow of maintenance information and maintenance of vehicles from satellite facilities for maintenance.
7. In order to improve the delivery of service, make recommendations on operating changes, to the King County Contract Administrator as they become apparent.
8. Maintain records and data for this service.
9. Work with King County's **Control Center** operator and other Contracted **Service Providers** in the development of "Policies and Procedures" which will establish operating methods, procedures and protocols for all to follow.
10. Be open to change, development and flexibility in order to achieve an integrated, smoothly operating ACCESS Transportation Service for the citizens of King County.
11. Participate in coordination meetings with King County, King County's Contracted Control Center and other Contracted Service Providers. (See also 3-1, 6. a-d)
12. The Contractor shall ensure that its employees respond to passenger inquiries and requests in a positive and appropriate manner. The Contractor shall make every effort to ensure the development of a service that reflects a level of passenger care and service delivery that provides passengers with a comfortable, safe, and secure environment during all phases of their trip. The Contractor and its employees shall provide an atmosphere within the vehicle and an appearance outside of the vehicle that instills pride in workmanship and appearance. The Contractor shall ensure that its staff shall endeavor to provide the systematic approach necessary to provide reliable service with compassion and understanding, and provide the support services in maintenance, operations and administration to meet passenger needs.

B. Software

1. **Service Provider** is required to use the King County provided maintenance software (Maximus M5) to track all vehicle maintenance work, fueling, and mileage data. The **Service Providers** shall insure that their maintenance staff attends software training (at **S.P.-Contractor's** expense).
2. The **Service Provider** is required to use the County provided passenger service software (Action) to manage all passenger complaints, passenger commendations and staff concerns.
3. **Service Provider** is required to use the County provided TRAPEZE software to perform trip edit function to reconcile manifest data with actual data.
4. **Service Provider** is required to use the County provided software to print manifests, and to monitor on-time performance, driver routing concerns, vehicles leaving lot late, and vehicles not returning to the lot promptly.

5. **Service Provider** shall provide basic desktop computers, business software MS "XP" or higher, and keep the hardware and system current during the term of the Contract. The **Service Provider** shall provide all support and maintenance for their computers and for its LAN.

C. Communication

1. Provide phone lines for voice, fax and data transmission.
2. Provide all necessary telephone and office equipment including coin counter, fax, TDD and related products. The County will provide the WAN connections.
3. King County will provide, or pay for as a direct reimbursed pass through expense, the two-way portable/mobile radios for all County owned vehicles.
4. Routine maintenance for the MDC's will be conducted by an independent vendor who will Contract directly with King County. **Service Provider** is responsible for MDC repairs due to negligence or abuse.

D. Fares, Collection, Recording, Handling, and Reconciliation

1. Fares shall be collected for:
 - a. Eligible riders
 - b. Companions six (6) years or age and older
 - c. Pets leashed or in a container sitting on the floor
2. Fares shall **not be** charged for:
 - a. Attendants
 - b. Companions age five (5) and under
 - c. Service Animals
 - d. Pets remaining on rider's lap
3. Fare accounting of all cash fares will be retained by the **S.P.-Contractor** and deducted from the amount due on the **S.P.-Contractor's** monthly invoice. The **S.P.-Contractor** shall have the responsibility for properly collecting, handling, recording and reconciling fares in conformance with King County policies and procedures.
4. **The S.P.-Contractor's drivers** are to be responsible for collecting or verifying a valid fare from each rider upon boarding. All cash fares are to be placed in envelopes.
5. **The S.P.-Contractor's drivers** are to be responsible for recording the fare presented by each passenger or companion, and any non-payments, directly on their MDC and or manifests.
6. Weekly and Monthly Fare Reporting, from all vehicles, for each date is to be counted and subtotaled as to cash, the number of passes and non-payments, or other fare media assigned by King County. This record shall include the reference number for the corresponding bank deposit.
7. All fare envelopes are to be turned in daily.
8. Month End Fare Reporting of fares collected during the month for each type of payment, and the number of non-payments shall be reported in a format specified by King County.
9. The **S.P.-Contractor** shall be responsible for reconciliation of fares under procedures set forth by King County. The **S.P.-Contractor** shall also be required to conduct spot audits of individual driver fare receipts and fare data. These audits shall be conducted on a random basis to sample all routes and in other cases where circumstances indicate such action as

warranted. The **S.P.-Contractor** will be notified in advance of the routes to be audited. It is anticipated that 25-50 spot audits will be performed each month in each of the larger service areas and 5-10 spot audits in the smaller area.

E. Safety Program

1. The **Service Provider** is to develop an ongoing safety program approved by the County. This program shall be separate from the **Service Provider's** safety program
 - a. Driver procedures for handling emergencies and incidents (medical, fire, safety)
 - b. Site evaluations
 - c. Handling emergency equipment
 - d. Road emergency
 - e. Assault information
 - f. Handling potential blood borne pathogens
 - g. Accident response plan
 - h. Accident review process and analysis
 - i. Criteria for determination of accidents as preventable or non-preventable, using National Safety Council guidelines
 - j. Employee re-training provision
 - k. Driver incentive provision
 - l. Programs and methods to be used in promoting safety awareness
2. The **S.P.-Contractor** shall ensure that its safety staff attends a monthly meeting with the County's **Control Center** staff, and safety staff of other providers.
3. Contractor is required to document its Safety Program. King County's Contract Administrator will review the program to ensure that it is consistent with desired safety program requirements

F. Accident/Incident Investigation and Standards

1. Upon receiving notification of an accident or incident from a driver, the **Service Provider** shall notify **Control Center** dispatch and the County Contract Administrator (via phone), or designee. All accidents involving property damage preventing a vehicle from proceeding in service operation, incidents in which on-site medical or first aid attention is given to a rider, driver, or other person involved in the accident or incident, or if any person is transported to a medical facility or in any instance that the exterior of the vehicle comes into contact with a pedestrian, the County Contract Administrator or designee shall be notified immediately (via phone). All data surrounding the accident shall be entered into the Action software.
2. All accidents (See Transit Definition of Words and Terms), including those accidents involving vehicles used in the provision of service provided under this Contract, or involving the County-owned vehicles, shall be reported to the County by fax within 24 hours of the accident.
3. Accidents involving injuries to persons, response by police or emergency medical or fire personnel shall be reported by phone to the County's Contract Administrator or designee immediately following the **S.P.-Contractor's** knowledge that such conditions exist.
4. Accident reports shall be legible, and include the following information:
 - a. Accident identification number (assigned by the **Service Provider** in the Action software).

- b. Date and Time
 - c. Service Provider
 - d. Vehicle license number
 - e. Route number
 - f. Driver name
 - g. Description of accident, incident, injuries, and property damage
 - h. Name, address and phone number of all parties involved, including witnesses
 - i. Copy of all applicable police reports.
5. The **S.P.-Contractor's** designated accident investigation staff shall respond immediately in person to the above described incidents or accidents and complete an accident investigation checklist.
 6. In addition to the accident, incident and breakdown reporting and investigation requirements stated in this Contract, the **S.P.-Contractor** shall follow the emergency response and notification procedures developed by the **S.P.-Contractor** and approved by the County prior to beginning service under this Contract (EXHIBIT 10 Transportation Policies : Accident).
 7. The County's maximum per **Service Provider** for preventable accidents shall be no more than two, (2) per 100,000 miles of service provided.
 8. The **Service Providers** shall also record details of the accident in the Action software. Any repairs required as a result of the accident shall be entered into the maintenance software, M5. Additionally, a follow-up summary of all action taken by the **S.P.-Contractor**, up to and including resolution, i.e. repairs, driver counseling or discipline, may be requested by the County. The response may be made via fax or mail. Such a summary shall be provided no later than one (1) week following resolution of the accident. A final report shall be provided at month-end to the County's Contract Administrator explaining the disposition of the accident by type, either "preventable" or "non-preventable".
 9. **Service Providers** shall provide a local or toll free contact for all claims resulting from accidents or incidents.
 10. **Service Providers** shall keep accident files within the maintenance software M5 open until all repairs have been made and claims have been settled.
 11. All incidents (See Transit Definition of Words and Terms) occurring during the provision of service provided under this Contract, or involving the County-owned vehicles, shall be reported to the County via Action software within 24 hours of the incident. The report shall include the following information:
 - a. Incident identification number (assigned by the Action Software)
 - b. Date and time of incident
 - c. Service Provider
 - d. Vehicle license number
 - e. Driver name
 - f. Detailed description of incident, including whether injuries were involved
 - g. Name, address and phone number of all parties involved.

12. A follow-up summary of actions taken by the **S.P.-Contractor** up to and including resolution of the incident, i.e. driver counseling or discipline, clients contact, shall be reported to the County via fax or email. Such a summary shall be provided no later than one (1) week following resolution of the incident.
13. All incidents are to be entered into the Action Software. All fields within the program shall be completed and reviewed for completeness and accuracy.

G. Performance

1. The **S.P.-Contractors** shall ensure that it has an adequate number of drivers available to provide service according to the schedules developed by the **C.C.-Contractor**.
2. See PART 1, Subsection 2.26 Liquidated Damages for Performance and failure to have sufficient drivers available for service.
3. The **S.P.-Contractor** is expected to meet the following on-time performance standards:
 - a. The driver shall leave the parking lot not later than the beginning time of the route as printed on the manifest. At least 98% of all routes shall depart on time.
 - b. The on-time performance standard for rider pick-up is 90% or more. All riders shall be picked-up no later than the end of their 30 minute window. The **S.P.-Contractor** is expected to manage its driver work assignments and resources to assure a 90% on-time service delivery.
4. The County shall supply management on time performance reports. Current reports include, number of the late trips per route by date, driver's daily on time performance percentage, drivers on time performance from month to month. See EXHIBIT 2.
5. "On time" shall be defined as within fifteen (15) minutes before and fifteen (15) minutes after the pick-up time recorded at the time of the initial trip request. At the time of the riders' initial trip requests, the riders shall be told their trip will be provided within a 30 minute window.
 For example: for a pick-up scheduled on the vehicle manifest as 10:15, riders shall be told "You will be picked up between 10:00 and 10:30." In this example, "on time" means no earlier than 10:00 and no later than 10:30. Vehicles arriving at or before 9:59 are early; vehicles arriving at or after 10:31 are late.
6. A vehicle and driver are meeting the requirements of this Contract when they are available to deliver all rides scheduled by the **C.C.-Contractor**, except in the case of vehicle breakdown, accidents, adverse weather or similar service interruptions beyond the **S.P.-Contractor's** control. Service demand may change from day-to-day. End times for each schedule may vary; therefore the **S.P.-Contractor** shall ensure that its work assignments allow for this variability. The **S.P.-Contractor** shall ensure that it builds sufficient flexibility into its staffing plans to adjust to scheduling requirements on a day-to-day basis.
7. Rider Assistance policies are included as EXHIBIT 10. Proposers should review these policies thoroughly to understand the expectations of riders and drivers.
8. The **S.P.-Contractor** shall ensure its driver(s) complete a pre-trip form at the beginning of each route. The form is to be completed using the MDC. Defects on the vehicles are compiled by computer and are sent to the **S.P.-Contractor's** Maintenance Manager for consideration. See EXHIBIT 12 VEHICLE BAILMENT for details on the items inspected.

H. Passenger Service Expectations

1. In general most complaints, concerns and commendations are reported directly to the **Control Center** or King County Metro. The **Service Provider** shall investigate and support the County and the **Control Center** in responding to passenger complaints and comments regarding the service. Routine matters are assigned via the Action software to appropriate parties and

should be responded to within three (3) working days. Because some cases involve multiple parties (**Service Provider** and **Control Center** departments), the County's standard is to respond to and close all cases within ten (10) working days.

2. The County will provide the **Service Provider** with Action Software. The County will provide the **S.P.-Contractor** with instructions and training on the use of the Action Software used to collect and report passenger comments. The **Service Provider** shall designate 1-2 contact persons to handle passenger comments.
3. Occasionally there are priority cases, the **Service Provider** shall respond to fax or telephone inquiries within 24 hours. The **Service Provider** shall keep Passenger Service in the **Control Center** informed of investigations that take longer than 24 hours.
4. All files shall be reviewed daily for pending responses.

I. Data Collection, Reports and Surveys

1. The **S.P.-Contractor** shall be responsible for collecting and updating service data information in the software applications supplied by the County. The required reports shall be determined in cooperation with the County and the **C.C.-Contractor**. These reports and their source documentation (computer files, driver logs, etc.) shall be retained by the **S.P.-Contractor** throughout the term of this Contract and for a period of six (6) years after the end date of this Contract.
2. The **S.P.-Contractor** shall submit a monthly report (see EXHIBIT 5B-2 ACCESS Monthly **S.P.-Contractor** Report) no later than the fifth, (5th) business day of the following month, according to the requirements of the Contracted **S.P.-Contractor**.
3. The **S.P.-Contractor** shall not normally receive passenger feedback except by receiving comment cards, which should be delivered to **Control Center** dispatch within 24 hours of receipt. In the unusual event of a manager or road supervisor receiving a comment, the **Service Provider** shall report all passenger contacts (comments, complaints and commendations) to the County within 24 hours of receipt. The County requires follow-through on complaints received by the County regarding transportation. The **Service Provider** shall resolve any complaint received from **Control Center** dispatch or the County using the **Service Provider's** complaint resolution procedures, which shall be incorporated into the Contract upon the County's approval.
4. The **Service Provider** shall respond to the County's requests for information to assist the County in investigation and resolving a complaint. **Service Providers** shall, if requested by the County conduct their own internal investigation and provide the County with their written findings.
5. The **Control Center** shall provide passenger service staff, which shall take complaints, compliments or comments by phone during reservation hours and by letter, fax or email. All complaints shall be assigned a number and entered into the "Action" database on the day received. The County will provide "Action", the software application used to track comments, commendations and incidents. Notification of a complaint received shall be sent to the passenger within three, (3) working days. All complaints shall be acted upon within ten, (10) working days. The Action program shall be available to the County and the **Service Providers** over the Wide Area Network.
6. The **Service Provider** shall assist the County in conducting occasional surveys of riders, as well as collect other information from or about riders, that the County may find necessary to obtain.
7. The **Service Provider** shall ensure that its Passenger Service staff:
 - a. Conducts rider surveys as directed,

- b. Reviews passenger comments with operations staff regularly to improve service,
- c. Maintains all data timely and accurately,
- d. Promotes high quality service in all aspects of Accessible Services,
- e. Participates in regular passenger service activities and training with other providers and
- f. Coordinate with staff at locations visited by significant numbers of ACCESS riders to resolve or avoid problems.

5.2 Staffing of Service Provider

A. Drivers

1. The County recognizes that the strength of its transportation program is built upon the strength of its drivers. Proposers are asked to consider how they will hire and retain an excellent workforce.
2. Drivers shall meet the following pre-employment requirements:
 - a. Be at least 21 years old and have demonstrated good driving over several years.
 - b. Be a U.S. citizen or have documented legal work status at all times during the Contract term.
 - c. Have good oral and written communication skills as demonstrated in pre-employment testing.
 - d. Demonstrate English language competency (reading, writing and speaking)
 - e. Have appropriate and valid Washington State Driver's Licenses, including Commercial Drivers Licenses (class C), in addition to any other licenses or permits required for the type of vehicles operated for this service. Obtaining such licenses is the responsibility of the driver.
 - f. Clear a criminal history check and Department of Licensing record check consistent with guidelines established by the S.P.-Contractor and approved by King County, prior to independently operating vehicles in this service.
 - g. In addition, (to offenses under Staffing 1.8) in drivers shall have no conviction of a serious traffic violation, including but not limited to any of the following violations within the past five (5) years:
 - (1) Driving while under the influence of drugs or alcohol.
 - (2) Leaving the scene of an accident (hit and run).
 - (3) Using a commercial vehicle in the commission of a crime.
 - (4) Reckless driving and or reckless endangerment.
 - (5) A suspended license for moving violations.
 - (6) Negligent driving
 - (7) Vehicular homicide or vehicular assault
 - (8) More than one "at fault" accident
 - (9) Open container.
3. The Contactor shall ensure that its drivers provide timely, reliable information about on-street service, interact professionally with dispatchers, provide courteous passenger service and

assist emergency personnel on an as needed basis. The **S.P.-Contractor** shall further ensure that its drivers document and report observations related to service delivery, rider safety and vehicle performance.

B. Drivers Dress Code and Personal Appearance Standards

1. The **S.P.-Contractor** shall cause its drivers to conform to professional appearance standards consistent with the contractual guidelines set forth below.
2. These guidelines will insure a standard appearance among **Service Providers** that is consistent with the high standards King County's professional drivers are expected to meet every day. The **S.P.-Contractor** shall cause all of its drivers to wear a uniform while providing services pursuant to this Contract.
3. The **S.P.-Contractor** shall cause its drivers to observe professional standards regarding personal appearance when reporting for duty and while on duty, including training assignments that require operation of King County equipment. The **S.P.-Contractor** is authorized to allow its operators reporting for non-driving training or duties to wear casual clothing, appropriate for the workplace. The **S.P.-Contractor** shall ensure that all clothing worn by its employees shall fit well, be clean, wrinkle-free and in good repair.
4. The **S.P.-Contractor** shall ensure that its drivers are provided with a basic uniform consisting of the following items: navy blue or khaki colored pants or shorts; ecru (beige) oxford or blue dress shirt; brown or black belt; navy blue jacket; brown or black leather shoes. The **S.P.-Contractor** shall ensure that the length of its driver's shorts is appropriate.
5. The **S.P.-Contractor** shall ensure compliance by its drivers with the following uniform standards:
 - a. Optional items include sweater long sleeve pullover, navy blue crew and V-neck.
 - b. If a cardigan or V-neck sweater vest is worn, it shall be worn over a uniform shirt. If a turtleneck is worn, it shall be worn under the dress shirt or sweater vest.
 - c. If a jacket is worn while on duty or when signing in, it shall be a parka or liner. The liner shall be worn with a uniform shirt.
 - d. If an open collar shirt is worn with a T-shirt, the T-shirt shall be plain white. It shall be clean and in good repair. Shirts shall be tucked into the pants, or if worn outside the shirt it shall have a straight hem.
 - e. Suspenders that coordinate with the uniform colors are permitted. They shall not have logos or messages that are offensive.

C. Window Dispatch

Dispatching shall be handled by the **Control Center**. However, the **S.P.-Contractor** shall have a "dispatch clerk" type position to handle driver, vehicle and radio check-in-and-out functions, and daily trip edit.

D. Road Supervisors

The **S.P.-Contractor's** Road Supervisors are the first line of response for Access providers to respond to accidents and incidents with riders. Road Supervisors also assist in getting drivers out of the base on time, helping **Control Center** dispatch in picking up late or missed riders, or finding lost riders. The **S.P.-Contractor** shall ensure that its Road Supervisors conduct site evaluations and make regular observations of the **S.P.-Contractor's** drivers in order to ensure satisfactory quality assurance pursuant to the terms and conditions of this Contract. The **S.P.-**

Contractor's Road Supervisors may also be used to investigate passenger concerns. It is the expectation that most of a Road Supervisor's time will be spent on the road.

E. Remote Scheduler

Each **Service Provider** shall have one remote scheduler to assist the **Control Center**. The Remote Scheduler assists in preparing schedules for next day service. The Remote Scheduler also assists in making the adjustments to the template schedules for standing rides. The Remote Scheduler serves as a liaison between the drivers and the scheduling department.

F. Training

1. The **Service Provider** shall ensure that its employees receive the training required to perform their jobs in a manner consistent with the goals of this Contract. The evaluation of training effectiveness shall be based on performance indicators and not solely in the **Service Provider** meeting minimum training hours required under this Contract.
2. All employees shall receive regular training that develops skills and increases understanding of people with disabilities, people of all sexual orientations, cultural and racial minorities, and ages. All employees shall also be required to receive an orientation on the County's Programs and ACCESS Transportation service.
3. The **Service Provider** shall propose training programs for staff and drivers, which shall be incorporated into this Contract upon the County's approval. The training program shall include methods for measuring the effectiveness of the training in developing skills and improving performance.
4. The driver's training program shall include a minimum of 80 hours of training prior to driving a vehicle in service. This training shall include, in addition to the training requirements for all employees stated above:
 - a. Passenger Assistance Technique (P.A.T.) certification or an equivalent course which shall be approved by the County at the time of Contract negotiations.
 - b. Defensive Driver Training, per National Safety Council (NSC) standards, or an equivalent course approved by the County.
 - c. Vehicle breakdown, accident, adverse weather and other emergency procedures including emergency vehicle evacuation.
 - d. CPR (including instruction in administering CPR to children), First Aid and proper response to emergent medical needs of riders, including how to dispose of hazardous waste.
 - e. Operation of vehicles assigned to the **Service Provider** and all equipment (including MDC's) installed in the vehicle or required to be carried in all vehicles pursuant to the requirements of this Contract.
 - f. Address location ability including map reading.
 - g. Familiarity with how trips are scheduled.
 - h. Familiarity with the completion of necessary paperwork, trip sheets, accident reports, incident reports, etc.
 - i. Passenger service; including, among other things, dealing with difficult people.
 - j. Communication and conflict management.

- k. English competency (English competency is a requirement for reading, writing and speaking).
- l. Familiarity with the various vehicle types in use, capacities, limitations, mechanical/maintenance requirements, lift operation, use of safety equipment.
- m. Behind-the-wheel training (BTW) which includes assignments similar to what the **S.P.-Contractor's** drivers shall initially perform when they finish training.
- n. In order to comply with the contractual requirements and meet the professional service expectations of the County, the **Service Provider** shall ensure that its drivers receive refresher classes or repeat new employee training at a minimum of every two (2) years. The **S.P.-Contractor** shall cause driver meetings to be held regularly (once a month for two (2) hours is recommended) that includes an opportunity to interact and communicate with different staff that makes up the ACCESS Transportation team, including staff, drivers and maintenance personnel. Annually drivers should receive a minimum of 24 hours of training through either the monthly meetings or the refresher classes. The **S.P.-Contractor** shall need to coordinate scheduling of meeting with the **Control Center** so as not to disrupt the normal flow of rides.
- o. The Road Supervisor's training shall include the above items as well plus any additional training deemed necessary by the **Service Provider**.
- p. BTW and classroom training is required for MDC use.

5.3 Equipment and Materials of Service Provider

A. Equipment Procedures

The dollar cost or percentage used of each piece of equipment or system to be allocated to this Contract shall be identified in an attachment to the Proposer's pricing pages in EXHIBIT 13 Pricing Sheets.

The **Service Provider** shall inform the County's Contract Administrator of each piece of equipment and system purchased for use in the Contract (including maintenance Contracts and warranties), with a unit cost of over \$1,000 and with a useful life greater than one (1) year.

In order to preserve the continuity of services provided pursuant to this Contract, the **S.P.-Contractor** agrees to Provide, and the County reserves the right, upon termination of this Contract, to take possession or pass through to the next Contracted operator any or all equipment and software that was purchased upgraded or customized by the **Service Provider**.

B. Computer System

1. The **S.P.-Contractor** shall use the County's Wide Area Network (WAN) to allow file transfer and access to client, ride and rider comment data by the County and the **C.C.-Contractor**. The **S.P.-Contractor** shall follow all King County system operational requirements regarding the use of the WAN, and the internet.
2. The **S.P.-Contractor** shall ensure that its computer system specifications have sufficient capacity to store and process all rider and complaint data expected given the projected volumes of service under the Contract. The **S.P.-Contractor** shall ensure that the system maintains up-to-date information on the availability of the vehicles and of its drivers. The **S.P.-Contractor** shall ensure that the system has the capacity and capability of generating data and reports as required for this Scope of Work.

3. Any current standard model computer shall be sufficient to operate Maximus "M5" and or "Action" software.
4. The **S.P.-Contractor** shall provide a means for notifying the County and any other party of changes in rider information necessary to the provision of service.
5. The **S.P.-Contractor** shall coordinate with the County and the **C.C.-Contractor** all procedures for transferring, entering and managing data required to operate the service.
6. **C.C.-Contractor** shall provide real-time data backup and storage. The **S.P.-Contractor** is responsible to backup their own system's company data.
7. Additionally, the **S.P.-Contractor** shall provide sufficient personal computers and business software (spreadsheet, word processing, presentation and/or data base programs) to maintain the records and generate the reports required by this Contract.
8. Software distributed by the County and the **C.C.-Contractor** under this Contract shall be for the exclusive use of this Contract. The **S.P.-Contractor** shall protect the software from unlawful copying, duplication and theft.

C. Radio Communications System

The **Control Center** maintains a NEXTEL/radio to allow for continuous communications between the drivers and the **Control Center**. The mobile communications systems, including base stations and radios in all vehicles used in service of the Contract, will be paid for by the County as a pass through expense.

D. Backup Equipment

The **Service Provider** shall maintain a backup generator in case of electrical service interruptions, and sufficient backup radios (portable or hand-held) to ensure that all scheduled vehicles are able to be contacted at all times.

E. Telephone System

1. The **S.P.-Contractor** shall provide sufficient telephone lines, voicemail, and equipment to meet the service requirements of this Contract. Additionally, the **S.P.-Contractor** shall provide separate telephone access to its administrative staff. Day-of-service inquiry and cancellation calls from riders are handled directly by the **C.C.-Contractor**.
2. The **S.P.-Contractor** shall purchase sufficient FAX equipment to meet the service requirements of the Contract.

F. MDC

The County shall supply each vehicle with a Mobile Data Computer and a maintenance contract with warranty coverage. An additional unit will be supplied to each **S.P.-Contractor** as a spare/training tool. Software maintenance and upgrades shall be provided by the **C.C.-Contractor**. Routine maintenance of the units shall be the responsibility of a third party vendor which will invoice the County directly. The **S.P.-Contractor** shall be responsible for any MDC repairs that are required due to negligence or abuse.

G. Safety Equipment

1. The **S.P.-Contractor** shall provide sufficient hazardous material clean-up kits to ensure that each vehicle in service has a fully supplied kit at all times. The **S.P.-Contractor** shall ensure that these kits comply with OSHA and any other applicable regulatory standards.
2. The **S.P.-Contractor** shall ensure that all vehicles have properly operating safety equipment including tie down straps, fire extinguishers, reflectors, first aid kits, and tire traction devices. The County will provide an initial, complete supply of all tie-downs with the lift-equipped

vehicles, fire extinguishers, reflectors, first aid kits, and tire traction devices for the County-owned vehicles. All subsequent replacements shall be the **S.P.-Contractor's** responsibility. When the vehicle is returned to the County, these items shall also be returned.

3. Each **S.P.-Contractor** shall provide appropriate equipment to evaluate locations for their safety. Materials include digital camera, inclinometer and tape measure.
4. The **S.P.-Contractor** shall ensure that all its drivers and road supervisors have in their possession a current Thomas Guide.

5.4 Vehicles (supplied by King County)

The **S.P.-Contractor** shall use the vehicles supplied (see EXHIBIT 12 **S.P.-Vehicle Bailment Contract ATTACHMENT III**) by the County as required under this Contract and consistent with the terms of the **Separate S.P.-Vehicle Bailment Contract**. The County vehicles shall only be used to transport eligible riders registered by the County and other transportation Contracts held by the County.

When not in service, the **S.P.-Contractor** shall ensure that vehicles are stored in an enclosed building or a lighted, fenced and secured parking lot approved in advanced by the County.

A. Access Fleet Distribution

Following is a chart of the anticipated fleet distribution by Contract. A further breakdown of the number of vehicles by type is included in the **S.P.-Vehicle Bailment**. Vehicles shall be assigned on the basis of total services hours.

Vehicle Allotment	South Seattle Base	Eastside Base	North Seattle Base
Total	101	122	61

B. Additional Vehicles

The **S.P.-Contractor** may be requested to add vehicles beyond those supplied by the County in order to provide required **Vehicle Service Hours** under this Contract. These vehicles will be pre-approved by the County before carrying riders and shall be maintained in accordance with the **Vehicle Maintenance Standards** set forth in this Contract. If additional vehicles are required to provide this service and the County requests the **S.P.-Contractor** to procure vehicles, this shall be considered a Contract change subject to the provisions of Part 1, section 2.2.

C. Vehicle Service Life

Vehicles will be replaced at approximately:

- gas-fueled vehicles 250,000 miles
- diesel-fueled vehicles 350,000 miles

D. Vehicle Maintenance

1. MAINTENANCE

- a. The **S.P.-Contractor** shall maintain all vehicles and equipment used for **ACCESS** Transportation service in optimal working condition to minimize breakdowns and decrease the possibility of accidents. The **S.P.-Contractor** shall follow the maintenance schedule as shown in the EXHIBIT 12 **S.P. Vehicle Bailment Contract**. If not specifically provided for in the Bailment Contract, maintenance shall be performed according to the manufacturer's warranty guidelines. The **S.P.-Contractor** shall ensure that all maintenance is performed by qualified and experienced mechanics who have demonstrated maintenance proficiency. The County shall audit vehicle maintenance

inspections performed by the **S.P.-Contractor** in accordance with the requirements as set forth above.

- b. All safety and emergency equipment in each vehicle shall be maintained to meet applicable local, state and federal standards.
- c. The **S.P.-Contractor** shall be responsible for the replacement of all equipment initially supplied with the vehicle, or otherwise required for this Contract. Replacement equipment on County-owned vehicles shall be the same brand and model as initially provided with the vehicles or an approved equal.
- d. The **S.P.-Contractor** shall ensure that no driver shall be required or allowed to operate a vehicle that is not in safe, good operating condition.
- e. The **S.P.-Contractor** shall propose a protocol for its drivers to be able to determine from the pre-trip inspection any vehicles with serious defects, which would take the vehicle out of service.
- f. Vehicles returned to the County by the **S.P.-Contractor** shall be in the same condition as received, with the exception of normal wear and tear. (See EXHIBIT 12 S.P.-Vehicle Bailment Contract - Criteria for Acceptance)
- g. The **S.P.-Contractor** shall ensure that vehicle maintenance, including, but not limited to, preventive maintenance, is not deferred or delayed. If necessary, the **S.P.-Contractor** shall adjust the work schedules of its mechanics to meet the scheduled services and complete all maintenance activities, including preventive maintenance, according to the schedule.

2. REPAIR

- a. Vehicles with significant dents (2" long X ½" or greater deep X 2" or greater wide), significant scrapes or cracked windows shall be relegated to the reserve fleet until repaired. Repairs shall be completed within 30 Days of incident. The County may inspect vehicles at any time and at its sole discretion have a vehicle removed from service. [This specification is referred to in (EXHIBIT 12 S.P.-Vehicle Bailment - Access Vehicle Redelivery and Criteria for Acceptance.)]
- b. All service and repairs to the County owned vehicles shall be performed by the **S.P.-Contractor**. Repairs such as body repairs, glass, engine and transmission rebuilds can be sent outside but the cost still belongs to the **S.P.-Contractor**.
- c. Repairs shall include, but are not limited to,
 - (1) Work to correct loss or damage,
 - (2) Adjustments due to normal wear and tear
 - (3) Overhaul, rebuild or replacement.
- d. Repairs of the Mobile Data Computer. Other than minor repairs and adjustments which can be accomplished by the provider, major repairs of the MDC's shall be sent to a third party repair facility. These expenses shall be billed directly to the County by the third party vendor. The cost for insuring the MDC's shall belong to the **S.P.-Contractor**.

3. MAINTENANCE MANAGER

- a. Following the Counties acquisition of new Paratransit Vehicles the **S.P.-Contractor** shall ensure that its maintenance manager (or designee) attends a post award/pre-production

meeting with the Access vehicle project manager at the vehicle providers manufacturing facility. The purpose of this meeting is to review the vehicle specifications against the first vehicle produced and to provide the manufacturer with direction before they begin full production of the County's order. Following receipt of the new vehicles the maintenance manager may be required to assist with the final inspection of all new vehicles. The costs for all expenses associated with travel to the manufacturer's facility shall be the responsibility of the **Service Provider**. It is anticipated that this may require travel of two days once every two or three years to the mid-west Chicago area.

- b. The **Service Provider** shall provide the services of a Maintenance Manager. The **S.P.-Contractor** shall ensure that its Maintenance Manager is qualified and capable of satisfying the County's contractual expectations as set forth herein. The Maintenance Manager is expected to conduct detailed financial analysis of the fleet and to be able to control and minimize costs. In addition, the **S.P.-Contractor** shall ensure that its Maintenance Manager follows the County's established fleet maintenance program (EXHIBIT 12 S.P.-Vehicle Bailment Contract) and becomes proficient with M5, the fleet maintenance software application provided by the County. Initial M5 user training will be provided by the County. The **S.P.-Contractor** shall ensure that its Maintenance Manager is qualified and capable of and responsible for performance of the following tasks, at a minimum:
- (1) Maintaining vehicles, facility and overseeing the process of maintenance record keeping
 - (2) Managing the preventive maintenance inspection program
 - (3) Reducing the number of road calls and unscheduled repairs of vehicles
 - (4) Managing maintenance employees
 - (5) Managing outside vendors
 - (6) Coordinating and working with other Maintenance Managers delivering contractual services in conjunction with the County's Paratransit Program
 - (7) Demonstrating a high percentage of warranty recovery (when available)
 - (8) Demonstrating a trend of reduced repair times.
- c. The **S.P.-Contractor's** failure to provide a qualified Maintenance Manager consistent with the foregoing contractual expectations shall be deemed a material breach of Contract and will subject the Contract to immediate termination, at the County's option.

E. Vehicle Performance Standards

1. The County's acceptable maximum for road calls shall be 5.5 road calls per 100,000 service miles. The goal shall be a maximum of no more than 4.5 road calls per 100,000 service miles. The average for all **Service Providers** in 2006 was 5.13 per 100,000 miles.
2. The **S.P.-Contractor** shall be responsible for reserving 10% of the total vehicles allocated as spare vehicles. This shall include vehicles being maintained and repaired.
3. The **S.P.-Contractor** shall be responsible for informing the **C.C.-Contractor** about the availability of its fleet in a regular and timely manner that facilitates the **C.C.-Contractor's** ability to make efficient scheduling decisions. Failure to inform the **C.C.-Contractor** or Central Dispatch of changes in available resources or an inability to meet demand in a timely manner may be considered to be a breach of Contract.

F. Road Calls

1. All road calls shall be reported to the County monthly. The report shall include the following information:
 - a. Breakdown/out of service identification number
 - b. Date and time of road call
 - c. **S.P.-Contractor**
 - d. Vehicle number
 - e. Driver name
 - f. Detailed description of breakdown/out of service and estimated cost of repairs
2. Follow-up summary of actions taken (road service, towing, in-shop repairs). Such summary shall be provided as requested by the County and in no case later than one (1) month following resolution of all aspects of the vehicle breakdown/out of service.

G. Maintenance Review of Driver Pre-Trip Inspections

1. The **S.P.-Contractor** ensures that its Maintenance Manager conducts a daily review of each vehicle's pre-trip inspection. Currently all daily vehicles inspections are reported to maintenance electronically via the MDC. The **S.P.-Contractor** shall also ensure that all driver complaints or concerns are investigated and the disposition explained to the driver within 24 hours. All necessary repairs or replacements shall be completed in a timely manner.
2. The Pre-Trip inspection shall include a thorough review of and ensure the functionality, sufficiency, and roadworthiness of the following items:
 - a. Directional signals and flashers
 - b. Headlights
 - c. Brake lights and tail lights
 - d. Windshield wipers/washers
 - e. Interior lights
 - f. Horn
 - g. Wheel and parking brakes
 - h. Door operation, including emergency exits and alarms
 - i. Fire extinguisher, first aid kit, reflector kit and spill/Bio-hazard kit
 - j. Lift function
 - k. Sufficient tie-down equipment
 - l. Heater/defroster
 - m. Tires
 - n. Radio for communication between driver and **S.P.-Contractor** to **Control Center** offices
 - o. Traction device for operation in snow and ice conditions from October 1 to April 1
 - p. Body damage including dents, scrapes, broken lenses or windows
 - q. Interior conditions including seats.
 - r. MDC

H. Vehicle Cleaning

1. The **S.P.-Contractor** shall ensure that on a daily basis, the vehicles' interiors are swept, dusted, spot-mopped and the trash emptied, including cleanup of any accidental spills. The **S.P.-Contractor** shall also, on a weekly basis, ensure that the interiors of all vehicles are fully mopped, the windows and seats cleaned, and the driver's area cleaned. The **S.P.-Contractor** shall also ensure that the exteriors of all vehicles are washed weekly, with more frequent washing as may be required during periods of inclement weather. Less frequent washing may be approved by the County during a water shortage. The **S.P.-Contractor** shall ensure that, on a monthly basis, the interiors of all vehicles are fully and thoroughly cleaned (with disinfectant) throughout including dashboard, ceilings, walls and all other interior areas and surfaces.
2. The **S.P.-Contractor** shall ensure that any vehicle that has been marked with graffiti is removed from service until the graffiti is cleared.

I. Individual Vehicle Record File

A vehicle record file shall be maintained for each vehicle that is operated by the **S.P.-Contractor** for this service using M5 maintenance software supplied by the County. The M5 software is designed to forecast preventive maintenance and to assist the **S.P.-Contractor's** Maintenance Manager in distributing work requests to appropriate staff. The **S.P.-Contractor** shall to use M5 on a real time basis to the greatest extent possible. Each field within the program shall be reviewed for completeness and accuracy. The **S.P.-Contractor** shall ensure that its Maintenance Manager regularly runs reports to review data input, for completeness and accuracy. The **S.P.-Contractor** shall also ensure that its Maintenance Manager regularly reviews reports and or creates reports as necessary to analyze fleet efficiency/ies and the effectiveness of maintenance procedures. These reports will be periodically reviewed by the County's Project Manager or designee.

5.5 CAT Vehicle Service, Maintenance and Repairs (Not Applicable to the CC)

A. Introduction

1. The Contractor is responsible for maintaining complete vehicle maintenance records, including any subcontracted and/or warranty work for all CAT vehicles while assigned to or worked on by their shop. Vehicle history records must be available to CAT staff upon request.
2. A CAT staff person will be assigned to each contracted service facility to coordinate all CAT activities, review and authorize service as required. The Contractor's on site Project Manager and Maintenance Supervisor shall report to the CAT Fleet coordinator of his designee(s) on all matters regarding CAT activities.

B. Maintenance and Repair Service

1. As a result of PM Service the Contractor has the authority to perform routine service as needed not to exceed \$500 per vehicle. Contractors shall review the service performed with the CAT staff using the Chilton's Manual, diagnostic statistics, accepted performance standards, vehicle history records, mileage, etc., to support their decisions. Repairs required as a result of PM that exceed \$500 need to be authorized by CAT staff VSR prior to starting the work.

The required turn around time for PM Service plus routine repair services done as a result of the PM is two (2) business days.

2. The Contractor shall perform vehicle maintenance and repairs on other County owned vehicles. Fees for preventive maintenance and other related services will be paid for as detailed in Exhibit 13-5.

3. PM "A" plus all parts and or fluids at cost (Items 1-28)
 - PM "B" plus all parts and or fluids at cost. Do not perform "B" service unless specifically requested.
 - PM "C" plus all parts and or fluids at cost.
 - PM "D" plus all parts and or fluids at cost. Do not perform "D" service unless specifically requested.
 - PM "E" plus all parts and or fluids at cost. Do not perform "E" service unless specifically requested.
 - General labor costs is priced in Exhibit 13-5.

All parts provided shall be OEM or equal. Invoices shall be without markup for profit or G&A. All labor related to preventive maintenance and or repairs related to the chassis shall not exceed the Chilton's Manual for labor hours. All other service related tasks shall not exceed the ACCESS fleet historical average for all Service Providers as held in M5.

4. Billing shall be handled separately from the ACCESS program. All invoices should be sent directly to
Contract Administrator
King County
MS EXC-TR-1240
821 2nd Ave,
Seattle, WA. 98104-1598,
5. Repair service, other than emergencies, will be handled by appointment through CAT staff. If a driver stops at the **S.P.** Contractor's facility Monday through Friday between business hours (7:30 a.m. and 5:00 p.m.) requesting service without the garage having received prior notification from the CAT/VanPool/RideShare office, the contractor shall call CAT staff for instructions. If a driver stops at the **S.P.** Contractor's facility after 5:00 p.m. requesting routine, non-emergency service that requires a loaner van, the contractor shall remind the driver that work can only be scheduled through CAT staff and to call CAT staff the next day to schedule an appointment.
6. In the event of a special circumstance, drivers may stop in at the service facility after hours without notifying CAT staff to have something minor corrected or replaced such as a headlight or wipers as long as no loaner is required. Loaners shall never be given to a passenger without authorization from CAT staff
7. Service work, outside the work specifically described in the contract, will be invoiced at the contracted labor rate plus parts cost. Industry standards for labor time and parts prices will be considered in determining that prices are fair and reasonable.

C. Warranty Service Manufactures & After Market Warranty

1. PM and result of PM service that require warranty work shall not exceed five (5) business days from the date the vehicle is received by the warranty dealer. If, special circumstances require extended down times, the specific schedule will be mutually determined between CAT services staff and the contractor.
2. **S.P.** Contractor shall be familiar with all manufacture and after-market warranties. It is the responsibility of the contractor to identify and then notify CAT staff of service that is covered by any warranty. CAT will make the final determination to exercise the warranty or not based on costs, nature of the work to be done, convenience and passenger service.
3. The **S.P.** Contractor shall be responsible for coordinating warranty work including:
 - a. Scheduling vehicles for warranty repair upon authorization from CAT staff.
 - b. Shuttling vehicles to and from the warranty dealer.
 - c. Making certain that the dealer completes work in the time required.
 - d. Include warranty work orders with the weekly summary invoice.

4. CAT is not expected to have any shuttling of vehicles.
5. CAT will keep the service facility informed of current Technical Service Bulletins, recall notifications and general fleet performance on a routine basis.
6. Contractor's Warranty - Contractors shall warranty their work and that of their direct sub-contractors for a minimum of 12 months or 12,000 miles.

D. Sub-Contracted Work

1. CAT will pay a flat fee of \$20.00 for paper work administration and shuttling costs for sub-contracting work that is highly specialized. Specialized work includes, but is not limited to, major engine repair/rebuild, major transmission repair /rebuild and body repair. Proposed subcontractors are subject to CAT approval.
2. The Contractor shall coordinate sub-contracting work as needed including:
 - a. Scheduling vehicles for repair upon authorization from CAT staff.
 - b. Shuttling vehicles to and from the sub-contractor.
 - c. Making certain that the sub-contractor completes work in the time required.
 - d. Include sub-contracted work orders with weekly summary invoice.
3. All invoices for authorized sub-contracted work shall be paid by the Contractor and submitted to CAT for reimbursement within 30 days of invoice date.

E. Secured Vehicle Parking

All King County vans on-site at the contractor's site overnight must be parked inside the maintenance facility or inside a locked, fenced area.

F. Service Procedures

1. Daily Communications
 - a. CAT staff, will be assigned to each contracted service facility to coordinate all CAT activities at that facility. These include: daily scheduling of van drop-off and pick up, loaner assignment, review of all work performed and authorization of any service needed as a result of PM that exceeds \$250 dollars per unit, vehicle work status, review of invoices, etc.
 - b. The contracted service facility shall identify a single individual by name to serve as the responsible contact for daily communication with CAT regarding the tasks listed above.
 - c. The absence of either contact person should not be cause for the disruption of service. In the absence of either the assigned CAT or assigned service facility staff person, another individual must be designated to perform this assignment and verbal notification given to the other party. In the event that this position is permanently reassigned for either party, notice will be extended to the other in writing at least one week in advance of the anticipated change.
 - d. CAT staff will telephone the service facility contact between 7:30 a.m. and 9:30 a.m. and again in the afternoon to communicate new scheduling and pick-up times. The service facility contact should anticipate the call and be prepared to provide accurate and timely information to CAT staff on vehicle status including but not limited to:
 - a. Van Status
 - b. Which vans are ready by vehicle number
 - c. Which vans are being serviced and /or require authorization for repair
 - d. Which vans require warranty service
 - e. Estimated completion of vans under repair

- f. Description of repairs
- g. Loaner vans available, etc.
- e. CAT staff will advise the service facility contact as follows:
 - a. Vans coming in for service (estimated arrival time, if available)
 - b. Loaner vehicles to be given out
 - c. Type of PM service to be done
 - d. Significant mechanical problems van is having - as relayed by driver
 - e. Authorize service work

2. Van Drop Off/Loaner Pick Up Procedures

- a. When the CAT passenger enters the shop to deliver a van for service or pick up a van that is ready, she/he shall be greeted promptly and courteously. The service transaction should be initiated within 3 minutes and handled efficiently.
- b. The CAT driver will deliver the van to the contractor's facility, turn in the keys to the van and fill out a Defective Equipment Report to indicate any problems with the van.
- c. The contractor shall maintain keys to all loaner vans assigned to the facility. When a driver brings a van in for servicing, the contractor shall provide the key to the loaner assigned.
- d. The contractor shall obtain authorization to perform any needed repairs. All work requires prior approval from CAT staff or an authorized CAT staff person. The contractor shall use diagnostic statistics, vehicle history, warranty data, mileage thresholds, etc. to support recommended service and repair.
- e. After the van has been serviced the contractor shall:
 - a. Place a copy of the repair order in the van.
 - b. Place a copy of the driver's Defective Equipment Report in the van.
 - c. Place new label on the driver's side windshield stating the next Mileage Due and Date for routine preventive maintenance.
- f. When the van is ready to be picked up, the contractor shall notify CAT staff as soon as possible that same day. If CAT staff is not available, leave a voice mail message stating which vehicle is ready by number and what work was completed. (For example, "Vehicle 7360 is ready" an A and C were completed and new wipers were installed.)
- g. CAT staff will contact the van driver and arrange a time for the loaner to be returned and the serviced van picked up. CAT staff will then notify the garage contact by phone of the arrangement.
- h. The contractor shall notify CAT staff if he has reason to believe that a van is not being responsibly maintained by a group or notices any body damage. Any damage that occurs to the vehicle while it is in the care and custody of the garage shall be reported to CAT staff immediately.
- i. Vans should be returned to a driver in the same or better condition of cleanliness than when they were received. Contractors are responsible for making certain that there are no materials left in the van as a result of a service visit; i.e. no oil, dirt, rags, tools, broken glass or parts, etc.

3. Service Loaner Vans

- a. Loaner vans are to be used by van drivers when their assigned vehicle is at the maintenance facility for service.

- b. Loaner vans will be assigned to the contracted maintenance service facility based on the number of groups assigned to the service facility.
- c. Loaner vans are assigned to a driver by CAT staff.
- d. A "service loaner" van may not be released to a driver without prior authorization from CAT. In case of an emergency that arises outside of CAT office hours, the Contractor shall contact John Rochford at 206-205-6568 to reach the appropriate emergency "on-call" staff member.
- e. When a van is brought in for service, the driver has been instructed to present the garage reception staff with keys to his/her van. The garage reception staff person shall, in turn, provide the driver with the keys to the assigned loaner. The driver shall then be instructed where to find the loaner vehicle.
- f. When the driver returns the loaner van, he/she will give the loaner keys to the reception person. At this time the driver may inform the garage about problems with the loaner van on a Defective Vehicle Report form. The contractor shall inform CAT staff if the loaner van requires service.
- g. CAT drivers have been instructed to return loaner vans in clean condition with a minimum half tank of fuel. It is, however, the responsibility of the service facility staff to routinely monitor the condition of the loaner vehicles, including general cleanliness, and body damage. The service facility shall notify CAT staff on a timely basis if the loaner requires cleaning, detailing or any body damage repair.
- h. The Contractor shall provide the driver with the keys of the serviced van and instruct them as to where to find their vehicle. (The Contractor shall set aside an easily accessible parking area for vans to be picked up and dropped.

SECTION 6 - C.C. - SCOPE OF WORK CONTROL CENTER

3.1 Operations of Control Center

A. Overview

1. The ACCESS service is designed to operate in a demand-response manner; advance reservations are required to maximize the number of riders carried. The Contractor shall accept ride reservations daily, including weekends and holidays from 8:00 a.m. to 5:00 p.m., by telephone, and internet (when available), unless this contractual requirement is modified by the County in writing. The Contractor shall ensure that their Passenger Service staff is available during this time.
2. In PART 2-C.C. Scope of Work "C.C.-Contractor" refers to the **Control Center** Contractor and its responsibilities.
3. **WORK**
 - a. The **C.C.-Contractor** shall receive all calls; screen for eligibility of rider and trip requests; reserve, modify and cancel trips for passengers of the ACCESS transportation program(s).
 - b. Coordinate ACCESS with **S.P.-Contractors** and other transportation programs: Plan and implement programs, which improve service or efficiency through increased coordination with other transportation services.
 - c. Receive, route and respond to passenger contacts within policy guidelines developed by the County; assist in the investigation of complaints involving employee conduct and performance, collect, verify and maintain all operational data and provide to the County in a timely manner.
 - d. Conduct passenger service activities, processing; and reviewing and recommending actions.
 - e. Communicate daily with the **S.P.-Contractors** regarding vehicle and driver availability, schedule adherence and any other operational issues.
 - f. Coordinate the flow of information from dispatch to the **S.P.-Contractors** and back to the **C.C.-Contractor** management.
 - g. During all service hours, provide access to all services at the **C.C.-Contractor** for persons for whom English is a second language.
 - h. Supervise taxi overflow transportation services.
4. **RECORDS**
 - a. Measure and report the percentages of calls handled, rides booked and rides delivered which were provided in an unsatisfactorily manner. Report the corrective action taken or proposed and the percentage of improvement over the previous month.
 - b. Maintain records and data for this service.
 - c. Review and analyze scheduled and actual productivity and recommend program parameter changes to improving productivity, produce final schedules created by scheduling software; review schedules for serious errors, improve ride quality and adjust individual route schedules to match demand.
5. **STAFF**

- a. Provide reservationists, schedulers, dispatchers, passenger service, quality assurance, technical and other support staff to collect data and report.
- b. Provide human resource management to hire, train and supervise staff.
- c. Provide a qualified Project Manager and support staff for training, **Control Center** operation and office work.
- d. Provide desktop computer support, support for local area network and administer scheduling database.

6. COOPERATION WITH COUNTY

- a. Make recommendations on operating changes to the King County Contract Administrator as they become apparent to improve the delivery of service.
- b. Work with King County and the **S.P.-Contractors** in the development of "Policies and Procedures" which shall establish operating methods, procedures and protocols.
- c. Be open to change, development and flexibility in order to achieve an integrated, smoothly operating ACCESS Transportation Service for the citizens of King County.
- d. Participate in coordination meetings with the County, and the **S.P.-Contractors**.

B. Operation & Support Requirement

- 1. The **C.C.-Contractor** shall be responsible for determining the best mix of ride assignment for passenger needs, vehicle availability, and efficiency. It is the County's requirement that ACCESS scheduling be done electronically by the TRAPEZE (or later version) software with minimal human intervention. It is expected that the quality of the maps and parameters shall continually improve throughout this Contract, allowing an ever-increasing percentage of rides to be successfully scheduled by the software. It is expected that an increasing percentage of rides shall be ordered electronically through IVR and the internet, when available. Consequently, the primary role of scheduling staff is to review and analyze system data to improve the performance of the TRAPEZE software, eliminating the need to manually schedule rides.
- 2. The **C.C.-Contractor** shall manage the daily service operations through effective communication with **S.P.-Contractor**. The **C.C.-Contractor** shall use the mobile radio and Mobile Date Computer system; to revise schedules to effectively manage day-of-service changes; record trips as completed, cancelled or no-showed and record other data required for accurate reporting in the TRAPEZE system. Communicate daily with the **S.P.-Contractors** dispatch regarding vehicle and driver availability, schedule adherence and any other operational issues.
- 3. Arrange with taxis and/or other transportation providers for trips (overflow) that are not possible or cost effective to provide with ACCESS vehicles either in advance or on the day of service.
- 4. Provide personnel and management for the purpose of network administration, database administration, use of scheduling software and maintenance of Mobile Date Computer's.
- 5. Review trip edit information performed by providers through use of error reports and other monitoring tools.
- 6. Provide basic desktop computer support and support for local area network.
- 7. Provide business software and related hardware to meet the requirements of the service.
- 8. Provide support for **S.P.-Contractors** and King County staff in the use of TRAPEZE, "Action" and other software applications.

C. Automated Scheduling System (TRAPEZE)

1. **C.C.-Contractor** shall use the TRAPEZE automated scheduling system to manage reservations, scheduling and dispatch. The County shall provide sufficient system and workstation licenses to operate the reservations, scheduling, dispatch and day of service coordination with the **S.P.-Contractors** required by this Contract. The County shall be the licensee for the software. The **C.C.-Contractor** shall coordinate with the County regarding TRAPEZE upgrades.
2. **C.C.-Contractor** shall ensure that its staff attends, at **C.C.-Contractor's** expense, software training on a regular basis.
3. The County will provide, from current operations, the database, scheduling, SQL and CITRIX server or an approved equal to operate TRAPEZE. The **C.C.-Contractor** shall provide sufficient workstations, cabling and local area network hardware to operate the work described in this Contract. This hardware shall include multiple file server (if necessary) and business software (spreadsheet, word processing and database programs to maintain the records and generate the reports required by this Contract). The **C.C.-Contractor** shall also provide and maintain networking for use with TRAPEZE, ACTION and M-5, to be configured like those in the **Control Center**. (See a partial listing of computer system and workstation specifications). Servers and workstations shall use a Microsoft operating system, and shall not contain any other software applications than those required to operate this service without prior written consent from King County. Computer systems and or hardware changes may be necessary during the term of this Contract. All changes will be either supplied directly by the County or handled through the **C.C.-Contractor** as a direct reimbursable.

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CLARIFICATION:

- Hardware and software component purchases will be considered as pass through expenses. Reimbursement of items greater than \$1,000 shall be spread over initial 5 years term or you may propose certain equipment for immediate reimbursement in your start-up plan. For most of the Start-up items the County expects that the Contractor will amortize these start-up expenses to the County in equal monthly installments over the initial five year term of the contract
4. The County will provide and maintain a Wide Area Network (WAN) to allow file transfer and access to client, ride, complaint and maintenance data by the County and the **S.P.-Contractors**.
 5. The **C.C.-Contractor** shall operate and support CITRIX Metaframe or equivalent system, to enable remote sites to efficiently access the TRAPEZE system. Authorized hardware required to operate this technology shall be handled as an adjustment to the **C.C.-Contractor's** rate. The County will use the TRAPEZE certification module to maintain current rider eligibility information in the TRAPEZE client file.
 6. The **C.C.-Contractor** shall ensure that the system has sufficient capacity to store and process all rider eligibility, boarding, and complaint data expected, given the projected volumes of service in the Contract. The **C.C.-Contractor** shall ensure that the system maintains up-to-date information on the availability of vehicles and drivers. The system shall generate data and reports as required for this Contract.
 7. The **C.C.-Contractor** shall only be permitted to make authorized changes to the client file. The **C.C.-Contractor** shall ensure its staff notify the County Eligibility staff of changes in address, equipment or other rider details.
 8. The **C.C.-Contractor**, the **S.P.-Contractors** and the County shall each have the ability to enter data on commendations, complaints, and responses, and to produce reports.

9. The **C.C.**-Contractor shall coordinate with the County and the **S.P.**-Contractors, on an on-going basis, in developing and executing procedures for transferring, entering and managing data required to operate the service.
10. The **C.C.**-Contractor shall coordinate with the County and the **S.P.**-Contractors in developing and implementing routine data backup and storage procedures, including off-site storage to ensure no County data is lost. At a minimum, the **C.C.**-Contractor shall back up all TRAPEZE, ACTION and M-5 data daily.
11. Computer use and network security shall comply with all County policy and procedures.
12. The **C.C.** Contractor shall provide off-site storage of backup data.

D. Communications System

1. It is essential that the **C.C.**-Contractor have reliable state of the art communication systems to effectively link the passengers with the reservationists and passenger service staff as well as to link the scheduling and dispatch functions with the operators providing service on the road. Interruptions to communications due to staffing problems or failures in the communication systems are unacceptable.
2. NEXTEL/radio
 - a. The County shall provide or directly reimburse the **C.C.**-Contractor for NEXTEL and mobile radio base station compatible with the existing mobile radios to allow for continuous communications between the **C.C.**-Contractor, the **S.P.**-Contractors and all vehicles providing service throughout the service area. All radio voice transmissions shall be recorded.
 - b. All NEXTEL/radios shall be maintained by the **C.C.** The mobile communications systems, including base stations and radios in all vehicles used in service of the Contract, will be paid for by the County as a pass through expense.
3. Private Branch Exchange (PBX) system
 - a. Provide an adequate PBX telephone system including an Automated Call Distribution (ACD) system, and compatibility with the Inter-active Voice Response (IVR) system. The **C.C.**-Contractor shall provide any additional lines and equipment to meet its other private business requirements.
 - b. The PBX system with voice mail shall be a system of at least the same size as the existing system(s).
 - c. The PBX system shall be from a long-standing manufacturer with a strong warranty, local training program and sufficient certified local service technicians.
 - d. The ACD system shall be a system of comparable quality as the PBX system.
 - e. The **C.C.**-Contractor shall ensure that the PBX system is able to connect a caller with a preliminary recorded message within four rings.

E. Inter-active Voice Response System (IVR)

1. The County will provide automated trip booking utilizing the IVR system developed by Ontira Communication Inc (OCI), which will meet service requirements, and be, configured the same as the existing **Control Center's** system.
2. The County's IVR system will answer all calls and route those that need staff attention (ride requests, same day inquiries, etc.). The IVR system has the capabilities for automated confirmation, cancellation and trip booking capability. It is the County's goal that the IVR system handles 10-15% of confirmation/ cancellation calls and 5% of ride requests calls.

3. The IVR system performance characteristics are summarized as follows:
 - a. The IVR system allows callers to interact dynamically in "real-time" with their trip file in TRAPEZE via a spoken IVR menu that prompts the caller to make choices or enter data by pressing buttons on their touch-tone phone.
 - b. The system allows callers to access the IVR system by entering their client account number and a password when prompted to do so after the greeting message. The system allows callers to customize a password. The **C.C.-Contractor** shall ensure that its Passenger Service staff help riders who request a custom password.
 - c. The system is capable of transferring calls to information agents (agent ACD queue) from anywhere in the script. Calls can be transferred to different ACD queues, as well as individual numbers and voice mail locations, depending on where in the script the transfer occurs.
 - d. The system is capable of assigning different scripts to individual phone channels or groups of channels as required by the County.
 - e. Callers have the ability to confirm and cancel their trip(s). The IVR system shall transact in real-time through the TRAPEZE interface to obtain the trip record(s) for the caller on the requested dates from today up to one week in the future.
 - f. For trip confirmation, the IVR system speaks out the information for the first trip on the requested date, indicating: the date, time, and service window of the trip, the trip origin and destination. Callers are then given a choice to cancel the trip or scroll forward or backward to confirm other trips.
 - g. Caller shall be able to automatically schedule a ride from a pre-registered list of trips.

F. Voice Recording System

The **C.C.-Contractor** shall provide a voice recording system that incorporates all operations' (including Accessible Services CSC staff and others) telephones including calls traveling through the ACD system, and mobile radio conversations. All voice recordings shall be kept for a minimum of forty-five (45) Days.

6.2 Service

A. Adjustment of Vehicle Service Hours to Service Providers

1. The County and the **C.C.-Contractor** shall coordinate the allocation of **Vehicle Service Hours** to the **S.P.-Contractors** each month. The target number of service hours for each operator will be determined by the County and may change either up or down monthly. The **C.C.-Contractor** shall schedule and the **S.P.-Contractor** are to provide a number of service hours not to exceed the number of hours specified by the County unless authorized by the County in advance. The **C.C.-Contractor** and the **S.P.-Contractors** shall have the ability to make daily determinations of the number of daily service hours to be operated predicated upon demand. The County will inform the **C.C.-Contractor** at least 30 Days in advance of its intention to change the service level range.
2. The County may adjust the **Vehicle Service Hours** of any or all **S.P.-Contractors** higher or lower, depending upon the following: efficiency, price, productivity, service quality, ride demand and adherence to the terms and conditions of their Contract.
3. Routes have established start times. However, these times may be flexed by the **C.C.-Contractor** to within 60 minutes of the regularly assigned time to meet operational

requirements. The **C.C.-Contractor** shall notify the **S.P.-Contractors** by 5:30 p.m. the day before service, if such a change is needed.

B. Vehicle Manifests

Transmit vehicle shift schedules for the next day to the **S.P.-Contractors**, not later than 7 p.m., giving sufficient time for operators to schedule vehicles and drivers. Actual manifests shall be transmitted as appropriate for the start of the shift.

C. Provision for Overflow Service

1. Transportation overflow demand shall be arranged, on an as-needed basis, to County eligible riders via private providers of taxi, cabulance or other services. The County may request that the **C.C.-Contractor** provide additional insurance up to the amount contained in PART 1, Section 3 Insurance.
2. The **C.C.-Contractor** is currently arranging approximately 40,000 overflow rides annually to taxi or cabulance operators. The **C.C.-Contractor** shall maintain accurate rider information.

D. Passenger Services

1. The **C.C.-Contractor** shall ensure that its passenger services take complaints, commendations or comments by phone from 8:00 a.m. to 5:00 p.m. (seven days a week) and by letter, fax or e-mail. All comments shall be assigned a number and entered into the ACTION database on the day received. Notification of complaint(s) received shall be sent out within three (3) working days. All complaints shall be responded to within ten (10) working days. The County will provide ACTION, the software application used to track complaints, commendations and incidents. The ACTION program shall be available to the County, the **C.C.-Contractor** and the **S.P.-Contractors** over the Wide Area Network.
2. The **C.C.-Contractor** shall ensure that its passenger service staff conduct rider surveys as directed, review passenger comments with operations staff regularly to improve service, provide information to passengers regarding conditional eligibility, maintain all data in a timely and accurate manner, promote high quality service in all aspects of Accessible Services and participate in regular passenger service activities and training with other providers.
3. The **C.C.-Contractor** shall ensure that its passenger services staff coordinate with **S.P.-Contractor** staff at locations visited by significant numbers of ACCESS passengers to resolve or avoid problems.
4. The **C.C.-Contractor** shall ensure that its passenger service staff assist passengers using the IVR system in how to use the system and to create custom passwords when requested by the passenger.

E. Administration and Reporting

1. TEAM APPROACH

- a. The **C.C.-Contractor** shall be knowledgeable of the County's ACCESS Transportation Program, all working manuals and handbooks, the Americans with Disabilities Act (ADA) rules and regulations for paratransit as a complement to fixed route service, and work with the **S.P.-Contractors** to insure compliance.
- b. ACCESS Transportation is a service model which requires a team approach and open communication between all parties involved in delivering the service(s). The County considers the coordination effort as key to the success of this Contract. The **C.C.-Contractor** shall ensure that except for vacations, illness, or emergency, the **C.C.-Contractor's** Project Manager and other staff as appropriate, attend regular coordination meetings with the County and **S.P.-Contractors**, and other meetings, as deemed

necessary by the County. Additionally, the **C.C.-Contractor** shall ensure that appropriate staff attend a weekly ACCESS Transportation operations subcommittee meeting. The County shall arrange for the coordination of such meetings.

- c. The **C.C.-Contractor** shall be open to change, development and flexibility in order to achieve an integrated, smoothly operating ACCESS Transportation Service for eligible riders in King County.

2. REPORTING

- a. The **C.C.-Contractor** shall work with the County and the Contracted **S.P.-Contractors** in the development of an "ACCESS Transportation Policy and Procedures Manual" which shall establish operating methods, procedures and protocols to follow.
- b. The **C.C.-Contractor** shall submit an electronic and hard copy of a monthly report similar to that shown in EXHIBIT 5A-1 with the **C.C.-Contractor's** monthly invoice.
- c. The County may request information on the provision of service to a particular client(s). The **C.C.-Contractor** shall provide this information to the County as soon as possible, but not later than two (2) business days after the request. The **C.C.-Contractor** shall assist the County at no additional cost in the collection of service information required by agencies of the state and federal governments.
- d. The **C.C.-Contractor** shall maintain training records to verify that training for its employees is current and up to date. Such records shall specify dates, course title, course content and the number of training hours completed for each affected individual.
- e. The **C.C.-Contractor** shall assist the County, at no additional cost, in conducting periodic surveys of riders, as well as collect other information the County may find necessary.
- f. The **C.C.-Contractor** shall disseminate service information to the County eligible riders via telephone or through the **S.P.-Contractors**.

3. MAINTAINING RECORDS

- a. The **C.C.-Contractor** shall maintain all data and written records in a secure manner to enable them to be used in current operations and to facilitate review and analysis. The **C.C.-Contractor** shall adhere to County standards for record retention, storage and destruction. The following records shall be retained for the six (6) year period following the termination of this Contract: and then destroyed to insure individual privacy
- b. The **C.C.-Contractor** shall establish and maintain records pertaining to all fiscal activities. The **C.C.-Contractor's**, and any of its, subcontractors' accounting systems shall conform to generally accepted accounting principals and all records shall provide a breakdown of total costs charged to the project, including properly executed payrolls, time records, invoices and vouchers. The **C.C.-Contractor** shall permit representatives of the County and the State of Washington to inspect, examine, make excerpts from or transcribe **C.C.-Contractors** work, documents, papers, materials, payrolls, books, records, accounts, and any and all data relevant to this Contract at any reasonable time and to audit and verify statements, invoices and bills submitted by **C.C.-Contractor** pursuant to this Contract, and shall provide such assistance as may be reasonably required in the course of such audit or inspection.
- c. The County, its representatives and the State further reserve the right to examine, inspect, make copies or excerpts of all work, documents, papers, materials, payrolls,

books and accounts, and data pertaining to this Contract and to inspect and re-examine said work, documents, papers, materials, payrolls, books, records, accounts and data during the life of the Contract and retention period, and the **C.C.-Contractor** shall in no event dispose of, destroy, alter or mutilate said work, documents, papers, materials, payrolls, books, records, accounts and data in any manner whatsoever under this Contract and all pending matters are closed.

- d. The **C.C.-Contractor** shall be responsible for assisting the County with collecting monthly service data reports and information. These shall be retained by the **C.C.-Contractor** throughout the term of the Contract plus one-(1) year and shall be available to the County and **Service Provider(s)**.

6.3 Staffing of Control Center

A. Reservationists

The **C.C.-Contractor** shall insure that sufficient personnel are assigned during all hours of operation to maintain the parameters contained in the performance standards. The **C.C.-Contractor** shall coordinate with the County and the **S.P.-Contractors** to determine the most effective method of managing day-of-service inquiries and cancellation calls from riders. The **C.C.-Contractor** shall ensure that their reservation staffs demonstrate the following performance standards:

1. Have a broad knowledge of all aspects of the service operations, including the ADA, and the computerized ride taking and scheduling procedures.
2. Be regularly involved in training.
3. Be familiar with the phone system being used, including voice monitoring systems and facsimile machines.
4. Be able to accurately enter information into the computer system.
5. Demonstrate sensitivity to the needs of people using this service including people with disabilities, people of all sexual orientations, cultural and racial minorities, and persons of all ages.
6. Demonstrate the ability to communicate effectively with callers and other employees using tact, courtesy and good judgment.

B. Schedulers

The **C.C.-Contractor** shall ensure that its scheduling personnel are assigned to meet service level requirements and that its scheduling personnel meet the following performance standards:

1. Optimize the number of rides and minimize circuitous routing.
2. Analyze service delivery issues and recommend and implement changes.
3. Be knowledgeable in all aspects of the service operations, county geography, local traffic patterns and the TRAPEZE computerized dispatch and scheduling software.
4. Incorporate feedback from drivers, dispatch and reservationists to continually improve service and productivity.
5. Be able to work under pressure and meet deadlines.
6. Be able to work cooperatively with the transportation **Service Providers'** personnel to ensure good communications and feedback.

C. Dispatchers

The **C.C.-Contractor** shall ensure that its dispatch personnel meet the following performance standards:

1. Shall demonstrate the ability to communicate efficiently via mobile radios and MDC's
2. Shall have experience multi-tasking, handling heavy radio traffic and be able to manage emergencies.
3. Demonstrate the ability to communicate effectively with callers and other employees using tact, courtesy and good judgment.
4. Demonstrate sensitivity to the needs of people using this service including people with disabilities, people of all sexual orientations, cultural and racial minorities, and persons of all ages.
5. Shall demonstrate knowledge of fleet and vehicle capacities, equipment requirements and limitations.
6. Shall be experienced in the use of TRAPEZE, and be involved in regular training to keep abreast of the most current and efficient use of the system.
7. Regularly attend the **Service Provider's** monthly driver's meeting to assist drivers in solving service problems.

D. Passenger Service

The **C.C.-Contractor** shall ensure that its passenger service personnel meet the following performance standards:

1. Understands ADA policies and procedures, and Contract requirements. Be able to answer rider questions. Demonstrate the ability to communicate effectively with callers and other employees using tact, courtesy and good judgment.
2. Be knowledgeable in all aspects of the service operations, including service delivery, the reservations, scheduling and dispatch process, and the telephone systems.
3. Have sufficient knowledge of the County transportation system to be able to answer questions from the general public related thereto.
4. Demonstrate sensitivity to the needs of people with disabilities, people of all sexual orientations, cultural and racial minorities, and persons of all ages.
5. Be able to organize work to provide timely resolution for riders.
6. The **C.C.-Contractor** shall provide staff who shall work with the County and **C.C.-Contractor** Technical Support staff to constantly review current and past performance of the system using a variety of reporting, survey, and analytical tools to improve service delivery, passenger service, and accountability.
7. The **C.C.-Contractor** shall ensure that its staff meet the following performance standards:
 - a. Familiarity with all standards, regulations, policies and procedures that govern the delivery of paratransit services.
 - b. Ability to communicate effectively, both verbally and in writing, with passengers, other **C.C.-Contractor** employees, employees of the County and **S.P.-Contractors** using tact, courtesy and good judgment.
 - c. Have a thorough understanding of all workings of the ACCESS program in order to explain policies and troubleshoot problems.
 - d. Be regularly involved in training – computer, passenger service, telephone etiquette and operations.

- e. Be familiar with the principles of quality improvement and systems analysis.
- f. Be able to produce reports and communicate in writing and verbally in a manner that shall assist in management decision making and communication in all aspects of the program.
- g. Monitor and enforce the County's No Show and Cancellation policies.
- h. Assist **C.C.-Contractor** staff in determining rider trip-by-trip eligibility.
- i. Administer No Show and Subscription Cancellation Policies.

E. IS Manager (key position), Database Administrator and Technical Staff

1. The **C.C.-Contractor** shall be responsible for providing the following staff to maintain the hardware and software applications, as well as all facets of the operations that are supported by technology and required to operate the **C.C.-Contractor** and **S.P.-Contractors**:
 - a. Network and Database Administration
 - b. Mapping Support
 - c. Systems Analysis
 - d. Reporting
2. **C.C.-Contractor** shall be required to provide at a minimum an:
 - a. IS Manager,
 - b. Database Administrator,
 - c. Trapeze Software Specialist
 - d. Mobile Data Computer Specialist.
3. **RETAINING "IS" PERSONNEL**
 - a. The **C.C.-Contractor's** IS Manager is deemed to be a key personnel whose retention by the **C.C.-Contractor** is necessary to ensure the continuity of consistently high service standards over the life of this Contract. It is the County's expectation that the **C.C.-Contractor** shall retain the service of the IS Manager it names in its proposal for a minimum of one (1) year from the date of service start-up. If for reasons other than a personal termination (voluntary resignation) or emergency, the **C.C.-Contractor** fails to retain the services of the named IS Manager for the time specified, such failure shall be deemed to be a material breach of contract and subject the Contract to immediate termination, at the County's option.
 - b. If the **C.C.-Contractor** fails to retain the services of the named IS Manager, subject to the foregoing exceptions, liquidated damages in an amount equal to the IS Manager's annual salary may be immediately assessed by King County, and collected through a reduction in payment owed the **C.C.-Contractor** in the next invoice cycle, or as otherwise agreed to at King County's discretion. Such liquidated damages shall not act as a penalty or a forfeiture, but rather, shall compensate the County solely for the damage(s) to the program's operation caused by the **C.C.-Contractor's** failure to adhere to contractual requirements and standards. (see PART 1 Subsection 2.26 Liquidated Damages)

4. PERFORMANCE

- a. The **C.C.-Contractor** shall ensure that its IS Manager, and other key personnel, are sufficiently experienced, qualified and skilled to provide the service requirements contemplated by and established in this Contract at a high level of professionalism throughout the life of this Contract. In the event the **C.C.-Contractor** intends to replace its named IS Manager, or other key personnel, the County shall be afforded notice and the opportunity to provide input to the **C.C.-Contractor** regarding any proposed replacement. As such, the **C.C.-Contractor** shall submit the resume and qualifications of a suitable replacement to King County within thirty (30) days after notification of the IS Manager's resignation or termination. The **C.C.-Contractor** agrees to give serious consideration to the County's input regarding any proposed IS Manager. The **C.C.-Contractor's** failure to provide a suitable IS Manager, who is qualified and capable of satisfactorily providing the services contemplated by and required pursuant to this Contract, may result in termination of the Contract.
- b. The **C.C.-Contractor** Shall ensure that its Technical Support staff meet the following performance standards:
- (1) Receive, test and install software upgrades, new and replacement hardware, network modifications, virus protection software and provide acceptable communication of such to the County.
 - (2) Be responsible for the administration of TRAPEZE and the SQL database and "Action" shall include database replication and database queries using Transact SQL statement.
 - (3) Maintain an automated call distribution system (ACD), which integrates the most current **C.C.-Contractor** technology including caller direction by caller ID, links between caller ID and client and trip information, custom messaging, automatic call distribution and operator scheduling programs.
 - (4) Communicate requests for software enhancements to the County.
 - (5) Be responsible for working with the County's Information & Telecommunications Systems Section in the administration, maintenance and support of the Paratransit System Wide Area Network. Administration shall include providing user login scripts and user permissions for **C.C.-Contractor** and **S.P.-Contractor** staff, including internet connectivity and system backup procedures consistent with County specifications.
 - (6) Be responsible for supporting **S.P.-Contractor** staff in training and retraining operations staff in the proper use of TRAPEZE as is necessary to ensure uniformly high standards of competence and currency between Contractors. The **C.C.-Contractor** shall participate in direct training of all **C.C.-Contractor** staff, including **S.P.-Contractors**, with the installation of upgrades or other, new operations software.
 - (7) Be responsible for the CITRIX Metaframe, or equivalent, Server Farm. Provide WAN support for the **S.P.-Contractors**.
 - (8) The **C.C.-Contractor** shall ensure that its IS Manager or a qualified designee, whose qualifications as a qualified designee have been reviewed by the County and deemed consistent with the Contract requirements and performance standards, shall be available during all hours of operation for system maintenance and technical support.
 - (9) Be responsible for the Administration of other software products and applications i.e. "Action",

- c. The **C.C.-Contractor** shall be responsible for coordinating with the County's staff regarding integration of map updates to the base map. The **C.C.-Contractor** shall develop mechanisms for communicating changes to the County's base map. The **C.C.-Contractor** shall be responsible for ensuring that all staff that is required to use mapping software features are competent in applications and updates.
- d. Monitor the performance of the MDC system and respond promptly to MDC performance problems. Track outstanding MDC issues. Work closely with technical staff of the MDC vendor as directed by King County's Accessible Services.

5. ANALYSIS

- a. The **C.C.-Contractor** shall provide regular analysis of all TRAPEZE data described by the County to determine areas of improvement. The **C.C.-Contractor** shall have responsibility for producing standard and ad hoc reports in support of all aspects of service delivery, passenger service, and regulatory reporting.
- b. Provide analyses such as: patterns or practice of trip denials, passenger cancels and no shows, trips delivered, trip patterns, geographical barriers, service and route area evaluations. Other queries/analyses beneficial to productivity shall be initiated by the **C.C.-Contractor** and provided to the County. The **C.C.-Contractor** shall provide information in formats described by the County.
- c. Assist the County's Contract Administrator and staff by continuously examining **C.C.-Contractor** performance, including reservations, scheduling and dispatching, to evaluate fleet mix and facility locations, impacts of scheduling methodology on efficiency, cost-benefit analyses of changes in operating procedures, efficiencies of **C.C.-Contractor** staffing and call management and additional assignments as directed by the Contract Administrator.

6. REPORTS

- a. Be responsible for the creation (according to County specifications) and maintenance of regular and ad-hoc reports necessary to monitor, evaluate and administer the ACCESS Transportation system.
- b. Submit an electronic monthly report similar to that shown in EXHIBIT 5A-1 with the **C.C.-Contractor's** monthly invoice in accordance with the Payment Procedures Section of the Contract. The County will supply a template upon implementation of the Contract. From time to time, changes to the template may be initiated by the County at which time the **C.C.-Contractor** shall make necessary adjustments.
- c. The County may request information on the provision of service to a particular rider(s). The **C.C.-Contractor** shall provide this information to the County as soon as possible, but not later than five (5) business days after the request. The **C.C.-Contractor** shall assist the County at no additional cost in the collection of service information required by agencies of the state and federal governments.
- d. Assist the County, at no additional cost, in conducting periodic surveys of riders, as well as collect other information the County may find necessary.

7. TRAINING

- a. Ensure that its Reservationists, Schedulers, Dispatchers, and Passenger Service staff receive the training required to perform their jobs in a manner consistent with the goals of this Contract. The evaluation of training effectiveness shall be based on performance

indicators and not solely by the **C.C.-Contractor** meeting minimum training hours required under this Contract. In addition, the **C.C.-Contractor** shall ensure that technical, supervisory and management staffs receive regular opportunities to improve their professional performance.

- b. The **C.C.-Contractor** shall ensure that all of its employees receive regular training that develops skills and increases understanding of people with disabilities, people of all sexual orientations, cultural and racial minorities, and all ages. The **C.C.-Contractor** shall also ensure that all of its employees participate in a County-sponsored orientation to King County's Paratransit Program and ACCESS Transportation service.
- c. Contractors training programs for staff, shall be reviewed by the County. The training program shall include methods for measuring the effectiveness of the training in developing skills and improving performance.
- d. The **C.C.-Contractor** shall ensure that its training program(s) for the Reservationists, Schedulers, Dispatchers, Quality Assurance and Passenger Service staff include a minimum of 80 hours of training prior to providing service. The **C.C.-Contractor** shall also ensure that its employees undergo the following minimum training prior to independently performing the tasks associated with their jobs:
 - (1) Competence in telephone courtesy, passenger service techniques and all applicable applications of the TRAPEZE, dispatch and other communications and information systems as are necessary to perform the task.
 - (2) Attendance at a sensitivity training program developed and conducted by the **C.C.-Contractor**.
 - (3) Complete familiarization with the County's ADA Paratransit Service Program, policies and procedures manual, ACCESS Transportation Operation Handbook, and the geographic area in which service will be provided.
- e. Regular training, monthly or bi-monthly, (equal to 2-hrs per month) shall be provided by work group, based on any documented areas of needed improvement or to support implementation of new policies, procedures, or operational guidelines. Regular passenger service training shall be provided to all persons who have contact with riders or King County personnel.
- f. The **C.C.-Contractor** shall Provide sufficient training in the use of the TRAPEZE system to ensure that its staff is proficient in using the system to manage the service in a cost effective and efficient manner.
- g. The **C.C.-Contractor** shall have a plan to provide regular training for all staff with ongoing opportunities to improve their own skills in observation, coaching and motivation, in addition to technical skills. The **C.C.-Contractor** shall ensure that its technical support staff receive regular appropriate training in areas of expertise that support and benefit their work to include network administration, telecommunications, technical certification, mapping, statistical analysis, database and spreadsheet management.

8. MONITORING

- a. The **C.C.-Contractor** shall Provide a monitoring system for all employees in these categories to include regular observations of assigned work, review of recorded telephone and radio communication, review of any record keeping requirements or written work products, and one-on-one coaching. The **C.C.-Contractor** shall ensure that

sufficient lead and supervisory personnel are assigned to these responsibilities to ensure that each employee receives a review annually, and at any time that a passenger comment identifies a possible deficiency in passenger service, including feedback from service operations. Where appropriate, a peer review program is encouraged.

- b. The **C.C.-Contractor** shall maintain training records of its staff including Reservationists, Schedulers, Dispatchers, Quality Assurance and Passenger Service staff.
- c. The **C.C.-Contractor** shall maintain training records to verify that training of its employees is current and up to date. Such records shall specify dates, course title, course content and the number of training hours completed for each affected individual. The County reserves the right to review training records with **C.C.-Contractor** management and shall do so not less than once each calendar year.

6.4 Equipment & Materials of Control Center

A. Equipment Requirements

1. The County will supply software licenses for TRAPEZE, the IVR hardware, the Mobile Data Computer/Automated Vehicle Locating (MDC/AVL) hardware and software, the WAN software and hardware, the database, scheduling and SQL server software, the T-1 lines and the on-going TRAPEZE, IVR and MDC/AVL maintenance Contracts
2. Except as provided for otherwise in the Contract, the **C.C.-Contractor** shall provide all equipment and software license(s) necessary to satisfactorily perform the service under this Contract plus the following as a minimum:
 - a. Provide the workstations, servers and equipment to operate the automated scheduling system. Startup software, hardware, and upgrades as listed in equipment exhibit shall be expensed to the County based on "actual" costs only. Invoicing shall be submitted on a monthly basis over the five year initial term of the contract.
 - b. Provide, operate and maintain a telephone system, including Automatic Call Direction (ACD) capability, a voice monitoring system for reservations, dispatch, Quality Assurance and Passenger Services, and other business telephone lines. The system shall be compatible with the County IVR system.
 - c. Provide, operate and maintain **C.C.-Contractor** e-mail system.

B. Facsimile Equipment (FAX)

The **C.C.-Contractor** shall provide FAX equipment that shall meet the service requirements of this Contract. The FAX shall be capable of reading incoming messages into memory.

C. Emergency Services Plan

1. The **C.C.-Contractor** shall provide its emergency services plan including the utilization of a generator and Uninterruptible Power Supply (UPS) of sufficient size and capacity to provide services including call taking, dispatch and scheduling. The **C.C.-Contractor** shall also provide the County with methodology used to determine the generator's and UPS minimum capacity. A plan shall also be approved by the County's Contract Administrator that shows a regular testing and maintenance program for the emergency equipment.
2. **C.C.-Contractor** shall maintain off site back-up **C.C.-Contractor** at a site specified by the County. This site shall be able to receive real time replication of data and have the resources to maintain primary functions of the **C.C.-Contractor** in the event of an emergency and/or disaster. Cost associated with maintaining the back-up **C.C.-Contractor** will be reimbursed as direct cost.

6.5 Control Center Operations Data

A. STATISTICS

Table 4 provides **C.C.-Contractor Telephone Statistics** for the Proposer. The average weekday and weekend (Saturday & Sunday) telephone demand is as follows:

B. STAFFING

1. The **C.C.-Contractor** shall provide adequate staff to ensure that eligible riders are able to make reservations up to three (3) Days in advance, including weekends and holidays with 90% of the calls, including TTY calls, to be answered within three (3) minutes.
2. The **C.C.-Contractor** shall ensure that persons for whom English is a second language shall have equal access to services through the use of appropriate communication means. This expense may be billed as a pass through.
3. The **C.C.-Contractor** shall ensure that its staff participate in work groups with other **C.C.-Contractors'** staff to review operations of **S.P.-Contractors** for efficiencies and to recommend changes to improve service.

C. REPORTS

1. The **C.C.-Contractor** shall make recommendations to the County concerning any deficiencies in written information prepared by the County that can be improved or improve rider access to services.
2. The **C.C.-Contractor** shall provide Quality Assurance staff who shall work with the County and **C.C.-Contractor Technical Support** staff to constantly review current and past performance of the system using a variety of reporting, survey, and analytical tools to improve service delivery, passenger service, and accountability.
3. The **C.C.-Contractor** shall review operations on a real time basis, monitoring TRAPEZE and ACD screens during the day of service, monitoring dispatch radio transmissions and reservationists' telephone calls.
4. The **C.C.-Contractor** shall use standard and ad hoc reports from TRAPEZE, the ACD system, the ACTION passenger comment data base and other sources as appropriate and available to identify and evaluate activities for compliance with operating standards, policies and procedures, application of training, passenger satisfaction, and opportunities for improvements.
5. The **C.C.-Contractor** shall recommend changes to King County operations to improve transportation or system efficiency by reviewing **Service Provider** performance, accident record, driver comments, etc.
6. The **C.C.-Contractor** shall ensure that its staff regularly solicit, review, and present information to **C.C.-Contractor** management and County Contract administration on passenger satisfaction and concerns.

D. SCHEDULING

1. The **C.C.-Contractor** shall provide dispatch coverage for all hours of transportation service operation. Additionally, the **C.C.-Contractor** shall provide non-reservation coverage from 5:00 p.m. to 8:00 a. m. to process ride inquiries, comments, and cancellations, to call riders with changes, to optimize service on day of service, and to ensure that its drivers receive breaks and lunches.
2. The **C.C.-Contractor** shall work with the **S.P.-Contractors** to ensure that rides are provided. (see PART 1, Subsection 2.26 Liquidated Damages). A vehicle shall be considered on time if the actual arrival time is within the thirty minute pick up window.

3. The **C.C.-Contractor** shall provide after hours - phone services for the King County Vanpool Program. These calls are from Vanpool riders reporting incidents and accident. Such calls are recorded in a database and forwarded to on-call vanpool as need.
4. In the interest of safety and privacy, the **C.C.-Contractor** shall only accept ride requests or changes from the individual riding, or others authorized by the rider. No information about riders or rides shall be provided to other individuals except that the **C.C.-Contractor** can confirm arrival times for people at a destination that is expecting a rider to arrive on that same day.
5. The **C.C.-Contractor** shall be required to provide services throughout King County and into adjacent counties. Prior to each of the three (3) yearly fixed-route service changes, the County will provide the **C.C.-Contractor** with information regarding any changes to the service areas. This information will include the geographic service area, and hours and days of service. This information will be provided in an electronic format.
6. The **C.C.-Contractor** shall inform the ACCESS rider that the vehicle may arrive any time during a 30 minute window. The rider should not be told the scheduled time as that may change. Passengers can call the IVR system to confirm scheduled times.
7. The **C.C.-Contractor** shall accurately enter necessary information into the client ride file of the Computerized Dispatch, Scheduling and Information System for each ACCESS ride request in accordance with approved procedures.
8. The **C.C.-Contractor** shall schedule all ride requests applying service area and conditional eligibility constraints. Requests that are not scheduled because system capacity has been reached shall be put on the unscheduled ride list and the rider given a pick up window. The scheduler shall place all unscheduled rides onto a route or overflow provider.
9. The **C.C.-Contractor** shall record all incidents, comments, commendations and rider suggestions daily and enter them into the computerized information system according to the established policies and procedures.
10. The **C.C.-Contractor** shall schedule rides in a manner that ensures that the **S.P.-Contractor** is able to deliver riders to their destinations within the established time frame arranged when the ride was requested. At no time, shall the number of riders or the routing of vehicles be allowed to compromise adherence to performance standards. This will be monitored by the Contract Administrator and staff through review of the performance standards.
11. The **C.C.-Contractor** shall ensure that a rider's scheduled ride time shall be no greater than one hour before or after the boarding time originally requested by the rider or greater than one hour earlier than a scheduled appointment (arrival) time requested. Riders may request either a pickup or appointment time, but not both. TRAPEZE parameters shall be set to provide the calltaker with the one most efficient trip for each request. The caller has the option of negotiating, accepting or rejecting the offered trip.
12. The **C.C.-Contractor** shall work with **S.P.-Contractors** to develop a plan to ensure driver breaks and lunches that shall have the least impact on the provision of service. This plan shall conform to applicable law.
13. The **C.C.-Contractor** shall coordinate maintenance of the map of the service area with the County's staff. It is the County's goal for the County base map to be used as the transit system map as soon as it is technically feasible.
14. The **C.C.-Contractor** shall ensure that its staff identify areas where operational reporting can be improved and work with Technical Services to design and improve reports.
15. The **C.C.-Contractor** shall monitor new technology and evolving service models and make recommendations to the County for changes to improve service.

E. FEEDER CONNECTIONS

1. The **C.C.-Contractor** shall work with the County and with transit systems that provide paratransit service contiguous to King County to ensure that riders traveling into or out of King County shall receive efficient, coordinated service. This shall involve using the scheduling software and manual systems to record, process, and deliver trips that require a transfer from one paratransit provider to another.
2. The **C.C.-Contractor** shall work with the County to develop and successfully deliver the paratransit feeder-to-fixed route service. This shall involve coordinating ACCESS Transportation drop-offs and pick-up at various locations throughout the county to connect paratransit riders with fixed route and rail service.
3. The **C.C.-Contractor** shall ensure that wait times for all transfer trips, inter-county, inter-zonal, and feeder-to-fixed route shall be scheduled and delivered in a manner to minimize the wait time for riders while making efficient use of ACCESS Transportation resources.
4. The **C.C.-Contractor** shall ensure and provide coordination of service between King County and other counties in the Puget Sound area or with agencies that have a coordinated transportation agreement with King County.

F. TRAINING

The **C.C.-Contractor** shall ensure that its Quality Assurance staff participate in regular operations training and service improvement meetings with the **C.C.-Contractor's** reservationists, dispatchers, schedulers, passenger service staff, supervisors and managers to review operating efficiencies and recommend changes to improve service to riders and the County.

5.6 Other Control Center Responsibilities

A. Coordination

In order to improve the coordination between various programs offered by other organizations in the region, the **C.C.-Contractor** may be asked to perform other duties and or to accept other responsibilities similar to those performed in this Scope of Work, but for other paratransit / rideshare programs in the Puget Sound region. These duties and responsibilities may include but shall not be limited too, implementing, ride matching, scheduling, dispatching, brokering transportation services and coordinating accident/incident response. The additional duties and responsibilities will not exceed more than 15% of the Contract's current annual estimated value and will be negotiated as a Contract Change.

B. Investigation & Design

At the request of the County, the **C.C.-Contractor** shall provide staff to participate in the investigation, design, and implementation of other coordination opportunities presented through the County's Market Development Section, Accessible Services, or other County agencies.

C. Accident/Incident Response and Notification

The **C.C.-Contractor** shall follow the accident/incident response and notification policies as described in the ACCESS policies and procedures (See EXHIBIT 10) or as otherwise directed by the County.

6.7 Transit Instruction & Pathway Reviews

Proposers will include pricing for this work in their proposals. The Proposer may use an approved subcontractor for this work.

A. Overview

1. King County began certifying applicants for its ADA Paratransit Program in 1993. Eligibility for ADA paratransit service is based on whether a person's disability prevents independent use of accessible bus service some or all of the time, rather than on whether a person has a disability. Some persons may be able to use the bus for some trips, and may use paratransit service for other trips. For example, a person whose only disability is night-blindness would be "conditionally eligible;" i.e. able to use paratransit service only when the condition of darkness exists during the trip they wish to take. For "conditionally eligible" persons each request for a trip requires a decision about whether their eligibility conditions apply to the specific trip requested. Applicants for ADA Paratransit service may also request certification for door-to-door or hand-to-hand service, and to be accompanied by a personal care attendant.
2. ACCESS Transportation van service parallels King County Metro bus operations, and is available seven (7) days a week, twenty-four hours a day in areas where bus service is available those days and hours.

B. Transit Instruction - Introduction

1. In 1994, King County began a program to provide individual and group transit instruction for seniors and persons with disabilities. Individuals receiving instruction have continued to be successful in riding the bus; some have required (and will periodically continue to need) brief reinstruction as their places of work, bus service or residence have changed.
2. The **C.C.-Contractor** shall provide training to persons with a wide range of abilities. The **C.C.-Contractor** shall be able to provide appropriate transit instruction services to anyone who is determined to be a suitable candidate within the limitations of this Contract. Persons receiving training may:
 - a. Be unfamiliar with or reluctant to use accessible fixed route service;
 - b. Speak little or no English;
 - c. Have one or more cognitive or physical disabilities;
 - d. Require auxiliary or supplemental aids and services; or
 - e. Be regular bus riders who require training with a newly-acquired mobility aid.
3. The **C.C.-Contractor** shall provide comprehensive orientation and mobility training for persons with disabilities. To be suitable candidates for training, individuals and members of groups shall already possess basic skills. The effectiveness of the program shall be measured by documenting the amount of work accomplished under each Task. Of primary importance shall be:
 - a. The total number of persons completing instruction ,
 - b. The total number of persons with conditional eligibility completing instruction
 - c. Total bus trips taken per week immediately after training,
 - d. Total bus trips taken per week three (3) - and 12-months post training.

C. Task Summary

The County reserves the right of prior approval of all material and procedures required by this scope of work. The **C.C.-Contractor** shall also provide:

- Curricula, protocols and tools for all Contract elements
- Language translation as necessary for groups and individuals.

- All required accessible formats and supplemental services, except that the County will provide its standard materials (e.g., bus schedules, brochures) in accessible formats.
 - **Note:** The County reserves the right to require the **C.C.-Contractor's** staff be removed from performing these Tasks as a result of justifiable complaints by participants, or their guardians, support system or allied agencies.
1. Task A: Outreaches:
Conduct a community outreach program to inform interested persons and community agencies of the availability of transit instruction, and recruit them into the program.
 2. Task B: Individual Transit Instruction:
Screen referrals from the County and other sources to determine if such training is appropriate and supported by the family/support group; and, if so, provide individual bus transit instruction in the field for persons whose disabilities prevent them from using regular lift-equipped bus service independently for some or all trips, but who could use the bus after such training; and conduct post-training evaluations of training effectiveness.
 3. Task C: Group Transit instruction:
Provide transit instruction, in the classroom and the field, for groups of senior citizens, and people with disabilities who are functionally able to ride the bus but who are unfamiliar with or reluctant to use the bus.
 4. Task D: Reinstruction :
Provide reinstruction for individuals when the residence or destination changes, or when the County makes significant changes to the bus service.
Provide reinstruction for those individuals who have been instructed, where any portion of their route consists of using a bus with the same bus route number, and where the bus is headed in the same direction, and when using the same bus zone as a previous instruction within the last two (2) years.
 5. Task E: **Bus System Instruction :**
Provide general bus system instruction for persons with disabilities and seniors familiar with bus service who are new to the County, or new to using fixed-route bus transportation.
 6. Task F: **Bus Lift Instruction :**
a. Provide lift training for persons who know or have agreed to participate in individual transit instruction, and who know how to ride the bus except for this component.
 7. Task G: Pathway Review
Provide Pathway Reviews for conditionally eligible riders to evaluate whether applicable barriers exist to preclude them from using fixed routes.

D. Travel Skills & Abilities

1. Candidate for services under Tasks B, C, D, E, and F shall possess these skills:
 - a. Ability to follow simple directions and learn a simple routine.
 - b. Ability to express needs, verbally or non-verbally.
 - c. Basic orientation and mobility skills.
 - d. Basic social skills.
2. To be eligible for training under these Tasks, candidates shall be able to learn the skills necessary to accomplish the following bus travel tasks:

- a. Knowing the correct bus, including distinguishing between two (2) or more buses at the same stop.
 - b. Getting to and boarding the correct bus, including travel from home to the bus stop, boarding at the right time, paying the fare, and finding a seat.
 - c. Knowing where to get off the bus, including watching for and recognizing landmarks along the way.
 - d. Getting off the bus, including communicating the proper stop to the driver, and exiting the correct door in a timely manner.
 - e. Transferring, including getting to the appropriate bus stop, and identifying, boarding and exiting the correct bus.
 - f. Reaching the destination, including crossing street safely with or without lights.
 - g. Appropriate public behavior, including waiting to board, bus riding manners, sharing seats, and dealing with strangers.
 - h. Knowing emergency procedures, including carrying identification with home address and phone, getting assistance from the driver, missing a bus or getting on the wrong bus, route changes, dealing with harassment, asking for help, and using the phone.
3. The **C.C.-Contractor** shall be able to identify how various disabilities will impact an individual's ability to accomplish these tasks, and implement training curricula that shall accommodate such impacts. In addition, the **C.C.-Contractor** shall state if subcontractors will be used to provide specific training for persons who are blind deaf, deaf-blind or have other disabilities, or for whom English is not their primary language.
 4. In order to ensure program effectiveness, King County anticipates that the **C.C.-Contractor** will need to set, as a monthly performance goal, the following number of tasks:

Monthly Goal/Quantity	Description	
(4)	Task A	Outreaches where information about group or individual travel training is the sole or primary topic.
(12)	Task B	Individual Bus Transit Instruction for persons with disabilities
(6)	Task C1	Group Transit instruction (classroom)
(6)	Task C2	Group Field Trips
(3)	Task D	Reinstruction (individual or group)
(3)	Task E	Bus System Training (individual)
(8)	Task F	Bus Lift Training (individual)
(25-50)	Task G	Pathway Review (individual)

5. The **C.C.-Contractor** may perform more than these average amounts. The **C.C.** may perform more or less in each of the above categories as demand dictates.
6. King County expects the **C.C. Contractor** to instruct individuals and groups referred for transit instruction through regular outreach activities in the community. The **C.C. Contractor** shall seek referrals from community agencies and programs, residential facilities and government agencies.

7. Individuals shall be referred for transit instruction that have been identified as likely candidates through the County's eligibility procedures for the ADA Paratransit Program. King County may also refer individuals identified by other groups as likely to benefit from bus transit instruction. In addition, King County will identify sites where groups of people might be interested in transit instruction. Referrals from the County's ADA Paratransit Program shall take priority over community referrals.
8. Exception: King County will be the sole source of all referrals for accessible site trip reviews, and all trip-by-trip eligibility appeals.

E. Task Details

1. **TASK A:** Outreach [8 Hrs]

- a. The **C.C.-Contractor** shall perform an on-going targeted outreach program for agencies and organizations representing persons who may be eligible and appropriate for training, and related residential facilities. The program shall include a process for tracking all outreach activities, including contact dates, results of contacts, names and phone numbers of people involved, time spent, referrals received, and a method for identifying and resolving any concerns about the training. Concerns regarding bus or paratransit service shall be forwarded to the King County Registration Manager.
- b. The **C.C.-Contractor** shall periodically re-contact representatives of such groups to offer opportunities for individual and group transit instruction. King County staff may be available on request to provide information about the ADA Paratransit or Taxi Scrip Programs, changes in fixed route bus service, or other similar services.

2. **TASK B:** Individual Bus Transit instruction [35 Hrs] Maximum number of hours

- a. Candidates for individual bus transit instruction shall regularly travel (or plan to travel) by fixed route bus, at least a minimum of one (1) or more days per week, following training. Some exceptions may be made by approval of the King County Registration Manager.
- b. Pre-Screening for individual bus transit instruction. The **C.C.-Contractor** shall use a pre-screening tool to determine an individual's eligibility, primary transportation needs and suitability for bus transit instruction. Pre-screening shall include all aspects of the potential for successfully completing training, including the trainee's support system. Pre-screening shall also include verification that bus service exists to meet the individual's travel needs, and identification of the number of trips the person will take on accessible fixed route bus service after completing training. If individual transit instruction is determined not to be appropriate for any person, the reasons for that determination shall be included. All aspects of the pre-screening evaluation shall be clearly documented by the tool.
- c. The **C.C.-Contractor** should expect to pre-screen more individuals than are identified as suitable candidates for bus transit instruction under this Contract.
- d. The **C.C.-Contractor** shall notify King County's Registration Manager of individuals or groups determined to be unsuitable for training and the reasons for this determination. King County reserves the right to request further assessment(s) in these cases.
- e. The **C.C.-Contractor** will use individualized training curricula and reports for persons with varying disabilities; some may require supplemental aids and services, or their primary language may not be English. Timelines for measurable progress will be established; all phases of the individual's progress through their training shall be documented. As

necessary, the **C.C.-Contractor** shall develop the training program in conjunction with the trainee's community support system.

- f. To meet the individual client's primary transportation needs, training services shall be performed at the same hours, places, and days as the bus service the trainee intends to use.
- g. Suitable candidates for bus transit instruction should require no more than thirty-five (35) hours of **C.C.-Contractor** time to perform all associated work. "All work" shall include but may not be limited to training, and reporting.
- h. The **C.C.-Contractor** shall obtain the written approval of the King County Registration Manager to continue training beyond forty (40) hours for any individual. Such a request for approval shall include specific information why additional training is needed, the type and number of hours of any additional training, and a summary of the consequences of abandoning the training versus the likelihood of a successful outcome if training is continued.

3. **TASK C: Group Transit instruction (group)**

- a. [8 Hrs] Maximum number of hours for Task C1 (below)
[4 Hrs] Maximum number of hours for Task C2 (below).
- b. The **C.C.-Contractor** shall use a basic curriculum that teaches the fundamentals of riding the bus for transit instruction groups of eight (8) or more persons. Persons participating in group transit instructions will be functionally able to ride the bus but may be unfamiliar with the system or reluctant to use the bus. Each group transit instruction shall consist of the following, conducted on days which are convenient to the group:
 - c. **TASK C1 Group Transit Instruction:** Orientation to the King County bus system, using visual aides to illustrate individual steps; King County will provide appropriate equipment.
 - d. **TASK C2 Group Field Trip:** One (1) or two (2) field trips to destinations within King County; each group will agree on the date and destination for their field trips. When a second field trip is taken please indicate this in the monthly performance report as a second field trip.
- e. Prior to training, the **C.C.-Contractor** shall use a pre-screening tool to determine that the majority of group members are amenable to learning how to ride a King County Metro bus. The **C.C.-Contractor** shall also verify that bus service exists for the group destinations, and that staff of the associated facility or program shall support the group transit instruction process. Pre-screening shall include an estimate of the number of trips group members shall take on accessible fixed route bus service after completing transit instruction, and identify how post-training evaluations shall be accomplished. If transit instruction is determined to be inappropriate for any group, the reasons for that determination shall be included. All aspects of the pre-screening evaluation shall be clearly documented by the tool.
- f. The **C.C.-Contractor** should expect that nearly all groups pre-screened for training shall be identified as suitable for group transit instruction under this Contract.
- g. Group transit instructions should require an average of eight (8) hours of **C.C.-Contractor** time to perform all work associated with Task C1. "All work" shall include but may not be

limited to procuring training appointments, group screening, group training, and post-training reports. Each Task C2 field trip should require an average of four (4) hours.

- h. Some persons participating in group transit instructions may request individualized bus transit instruction. The **C.C.-Contractor** shall use the Task B individual bus transit instruction pre-screening and confirmation procedures to determine eligibility and appropriateness of such additional training.
- i. The **C.C.-Contractor** will receive a limited number of referrals for group transit instructions from King County, and shall be required to independently arrange such events.
- j. One group training (Tasks C1 and C2) is allowed for each year for each agency or special agency class.

4. **TASK D: Reinstruction (Individual) [25 Hrs] Maximum number of hours**

- a. Some individuals who have successfully completed Task B may periodically require re-training if their places of work or residence change, or if King County Metro's bus service changes significantly. King County expects that re-training for such individuals will require no more than twenty-five (25) hours of **C.C.-Contractor** time to perform all work associated with the re-training.
- b. Such requests for individual re-training shall be identified and reimbursed separately on reports to King County. All required pre-screenings, agreements to participate, reports and post-training evaluations shall be completed for persons which are being re-trained.
- c. A reinstruction applies whenever any portion of an individual's route consists of using a bus with the same bus route number, headed in the same direction, and using at least one of the same bus zones as a previous training successfully completed within the last two (2) years.

5. **TASK E: Transit Training (Individual) [15 Hrs] Maximum number of hours**

- a. The **C.C.-Contractor** shall provide general bus system training for individuals with disabilities and seniors familiar with bus service. Suitable candidates may:
 - (1) have received individual bus transit instruction and require some additional training to transfer their skills to the general bus system, or
 - (2) Have used transit service elsewhere, and be new to King County.
- b. King County expects that general bus system trainings will require no more than fifteen (15) hours of **C.C.-Contractor** time to perform all work associated with the training.

6. **TASK F: Bus Lift Training (Individual) [8 Hrs] Maximum number of hours**

- a. King County will make available facilities where individuals who require use of the bus /ramp lift to board/deboard can acquire experience without the necessity of using buses in regular service. King County has a two-part mock-up of the front end of a bus: a wheelchair lift of the same manufacture and model used on King County buses plus a platform, and the front seating area including mobility aid securements. King County will pay any fee for use of the mock-up at no cost to the **C.C.-Contractor**. In addition, a regular King County bus and driver may be periodically available off the route at a site where trainees can interact with the driver to board and deboard; there is no fee for this service. Arrangements for use of either site shall be approved in advance through King County's Registration Manager.

7. **TASK G:** Pathway Review (Individual) [3 Hrs] Maximum number of hours

King County will make available a list of locations for conditionally eligible riders that have a trip that could possibly take all or part of the trip on METRO fixed route if it is determined that the conditions for which they ride ACCESS do not exist at one or more ends of the trip. The C.C.-Contractor shall perform a Pathway Review to the nearest bus stop for all prescribed parts of the trip to determine what barriers exist and what conditions would apply to the given location. The C.C.-Contractor shall use the forms identified in, EXHIBIT 8 and coordinate results with Accessible Services' Mobility Planner.

F. **APPROVAL TO TRAIN**

After screening and before training for Tasks B, D, E, and G, the C.C.-Contractor shall forward via e-mail an "Approval to Instruct : form to the King County Registration Manager, if the total number of one-way trips after an instruction is completed will be less than 50. (See, EXHIBIT 8 for the form.) A completed form shall be returned via e-mail by the close of the following business day. Instruction may begin only after receipt of approval From King County, if one-way trips total less than 50 after an instruction is completed.

The approval procedure is as follows:

1. Screen Applicants
2. Fill out Screening Form for each applicant that has been determined to be capable of being trained
3. Send to Registration Manager
4. Receive Approved Form
5. Beginning Training (only after receiving approved form)

G. **REQUIRED AGREEMENT TO PARTICIPATE IN TRAINING**

Prior to any field work for Tasks B, D, and E, all persons receiving individual instruction, reinstruction, or system instruction shall sign an "Agreement and Consent for Individual Bus Transit instruction" form that includes a release of information. King County reserves the right of approval of all forms. If applicable, the trainee's parent or legal guardian shall authorize participation in writing on the form. Participation in the program is voluntary and persons may discontinue training at any time. The C.C.-Contractor shall make every reasonable effort to address concerns raised by the trainee, parent or guardian, or other members of the support group.

H. **SCHEDULING TRAINING AND HOURS OF SERVICE**

1. The C.C.-Contractor shall schedule screenings, trainings and other associated activities in a manner that maximizes efficient use of staff resources. For persons identified as suitable candidates, training should be completed as promptly as possible while still meeting the objective of providing the persons with sufficient skills to allow them to independently use regular accessible bus service to meet their primary travel needs.
2. The C.C.-Contractor shall be available during normal business hours of 8:00 am to 5:00 p.m. Monday through Friday to handle referrals, conduct screenings and provide training. To meet the primary travel needs of trainees, the C.C.-Contractor shall provide services during the same times of day, at the same places and on the same days as the bus service the trainee intends to use. Training shall be designed to accommodate the trainee's work schedule or other regularly scheduled activities.

I. **TRAINEE SAFETY**

All persons referred to the C.C.-Contractor for individual training, and many persons participating in group transit instructions, shall have some degree of physical or cognitive disability. The C.C.-Contractor shall ensure that it has adequate and appropriate policies and procedures in place and has trained its staff sufficiently to prevent trainees from being placed in unsafe situations during training. The screening tool shall be designed to identify areas where trainees may encounter potentially unsafe situations during travel or where their disability may make them particularly vulnerable. The training program shall be designed to avoid exposure to or provide the skills necessary to deal with those situations.

J. REQUIRED REPORTS

1. Required reports shall be submitted in a format approved by King County along with invoices for payment, within ten 10 working days after the end of each month. Note: King County's Accounts Payable Section will establish the deadline for December invoices, which typically falls between the 4th and 10th of January; the C.C.-Contractor will be advised of this date as soon as it is established.
2. The monthly reports shall be presented in MS EXCEL and include the following:
 - a. A summary of individual and group trainings or re-trainings completed during the month, including the number of trips per week taken on regular bus service as a result;
 - b. A summary of all general bus system trainings completed during the month, including the number of trips per week taken on regular bus service as a result;
 - c. A summary of all bus lift trainings completed during the month, including the number of trips per week taken on regular bus service as a result;
 - d. A summary of outreach activities during the month, plus comments made by participants or members of their support systems;
 - e. outreaches scheduled and not yet performed;
 - f. persons referred for and awaiting training;
 - g. A summary of group transit instructions completed during the month including names and contact numbers of participants.
3. The C.C.-Contractor shall provide listing in MS WORD of the following:
 - a. Copies of "individual agreement to participate" forms for instructions, reinstruction's, and system instructions initiated during the month;
 - b. Accidents or incidents involving any person referred for training, including the date, names of all parties involved and a description;
 - c. Complaints or commendations involving services provided under this Contract, including the date, names of all parties involved, and a description;

K. EMERGENCY POLICIES AND PROCEDURES

1. The C.C.-Contractor shall ensure that it has policies and procedures in place to respond to any emergencies which may arise, including during training sessions in the field. Emergency policies and procedures should take into account that training may take place in a wide range of environments and times of day, in order to meet the participants' primary travel needs. The C.C.-Contractor shall ensure that all of its travel trainers are equipped with cell phones for use in the field.

2. The C.C.-Contractor shall notify King County's Registration Manager immediately of any accident or incident involving any person receiving training, and of any complaints about which the complainant might intend to contact King County directly.

L. TRANSPORTATION FOR INDIVIDUAL AND GROUP TRAINING

The majority of training shall take place between each trainee's or group's actual origin and destination (including travel to and from bus stops). Regular accessible bus service shall be used for transportation. As part of the training program, the C.C.-Contractor shall ensure that qualified trainees register for a Regional Reduced Fare Permit (RRFP) if they do not already have one. For those instances where regular accessible bus service cannot yet be used for the trainee, ACCESS Transportation paratransit service may be available with adequate notice. If necessary, the trainer can accompany the trainee on the paratransit van. During training, King County will provide bus fares for trainees who would otherwise pay cash fare and for any staff conducting the training.

M. PARATRANSIT ELIGIBILITY COGNITIVE EVALUATION

Transit instruction staff may be required to conduct "cognitive evaluation" of individuals applying for paratransit services. The goal of the cognitive evaluations would be to assess the ability of an individual to learn how to ride fixed-route transportation. If this task is required, pricing for the additional work and the associated cost will be negotiated as a contract change/amendment.

SECTION 7 - General Questions

Addm#2 Q8

Question: Per a letter from Lance Norton, President ATU Local 587. In Mr. Norton's letter he references the recently negotiated CBA with MV Transportation. Mr. Norton states that the ATU believes that the 13C agreement between ATU and King County Metro extends to Metro's contractors. Does any of the service as outlined in the RFP carry any 13 (c) obligations to Metro or to the contractors of the service? Also please provide a copy of Metro's 13 (c) agreement.

CLARIFICATION:

It is the position of King County Metro that the labor protection provisions of Section 13(c) of the Federal Transit Act, 49 U.S.C. §5333(b), do not apply to this RFP and resulting Contract because the paratransit Service Provider and Control Center operations that are the subject of this procurement are not financed with federal funds. See Addenda #1, item 23 deleting the FTA requirements.

Please be advised that this information is offered as clarification only and is not nor should it be construed to be legal advice. Should any potential Proposer have additional questions or concerns about this issue, they are advised to seek the advice of their own legal counsel.

Addm#4 Q12

Question: Clarify if the contractor must conduct 100% trip edits (or the equivalent) for the demand response service.

CLARIFICATION:

It is the expectation of King County that all events logged throughout the course of work will be recorded by the Mobile Data Computers. However, practice has shown that not all events will get recorded or recorded correctly due to technical issues and operator error. Therefore, some trip edit is needed to find and correct errors

Addm#4 Q13

Question: Describe the exact methodology used to determine on-time performance, will sampling be acceptable or will the County require 100% verification to determine?

CLARIFICATION:

See Definition of Words & Terms, "On-Time".

On time performance is considered to be not later than 15 minutes after the negotiated request time. Trips that are considered late are arrivals performed greater than 15 minutes past the negotiated request time. King County requires that all performed trips be verified for on-time performance by either MDT or manifest data entry. Sampling will not be an acceptable practice.

Addm#4 Q14

Question: If a passenger is picked up early, or prior to the window, is this counted against the contractor for purposes of determining on time performance?

CLARIFICATION:

"Early" arrival is considered to be "On-Time"

Part 3 Veolia Transportation Services, Inc. – Proposal



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711